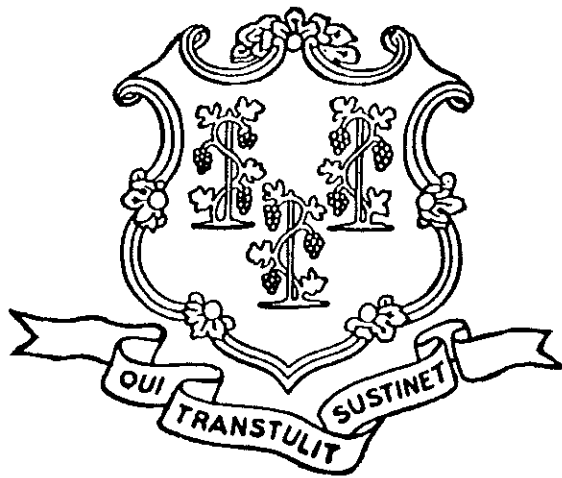


# STATE OF CONNECTICUT



## STANDARD LEASE

**Issue: S.L. 2011.2**

**Form Origination Date: April 2008**

Agency: Department of Mental Health and Addiction Services - Young Adult Services (YAS) Program, Waterbury, Connecticut

TABLE OF CONTENTS

ARTICLE 1 - DEMISED PREMISES .....	1-2
ARTICLE 2 - RENT AND ADDITIONAL RENT .....	2
ARTICLE 3 - TERM OF LEASE .....	2-4
ARTICLE 4 - LESSOR'S OBLIGATIONS; DEFAULT .....	4-8
ARTICLE 5 - DEMISED PREMISES PREPARATION--MINIMUM REQUIREMENTS .....	8-9
ARTICLE 6 - LESSEE'S DEFAULT .....	9
ARTICLE 7 - INDEMNIFICATION; DUTY TO DEFEND .....	9-10
ARTICLE 8 - LIMITATION ON LESSEE'S LIABILITY .....	10
ARTICLE 9 – INSURANCE.....	10-11
ARTICLE 10 – NOTICES.....	11-12
ARTICLE 10A – CASUALTY .....	12-14
ARTICLE 10B – CONDEMNATION .....	14-15
ARTICLE 11 - SUBORDINATION AND ATTORNMENT .....	15-16
ARTICLE 12 - ENTIRE AGREEMENT .....	16
ARTICLE 13 - STATE APPROVALS.....	16
ARTICLE 14 - MODIFICATIONS.....	16
ARTICLE 15 - TITLE TO TOTAL PREMISES.....	17
ARTICLE 16 - FINANCIAL INTEREST .....	17
ARTICLE 17 - MISCELLANEOUS PROVISIONS .....	18-21
ARTICLE 18 – NONDISCRIMINATION PROVISIONS .....	21-24
ARTICLE 19 – CAMPAIGN CONTRIBUTION RESTRICTIONS .....	24
ARTICLE 20 – INSPECTION AND AUDIT.....	25-26

LIST OF EXHIBITS

A-Demised Premises Floor Plan; A-1 Property Description

B-Affidavit of Net Usable Square Feet of Demised Premises

D-Normal Operating Hours; Utilities and Services; E-Statement of Financial Interest

F-Additional Rent; G-Consent to Assignment; J-Termination Option

L - SEEC FORM 11

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)  
STANDARD LEASE # S.L.2011.2

This lease is entered into as of the 29 day of December, 2011, by and between **Brownstein Realty, L.L.C.**, ("LESSOR"), owner of the Total Premises, defined in Article 15 (Title to Total Premises) below, whose address is **1669 Thomaston Avenue, Waterbury, Connecticut 06704**, acting herein by **Lawrence Brownstein**, its **Member**, duly authorized, and the State of Connecticut ("LESSEE"), acting herein by **Donald J. DeFronzo**, its Commissioner of the Department of Administrative Services, or his/her designee, each duly authorized, pursuant to the provisions of subsection (a) of Section 4b-30 of the General Statutes of Connecticut, as revised, which authority is contingent upon satisfying the conditions of Conn. Gen. Stat. Sections 4b-23, 4b-24 and 4b-32, as revised, concerning entering into leases with the advice and consent of the Secretary of the Office of Policy and Management and the Properties Review Board of the State of Connecticut.

WITNESSETH: In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**ARTICLE 1: DEMISED PREMISES**

**1.01 DEMISED PREMISES.**

The LESSOR hereby warrants to the LESSEE that the LESSOR is the owner in fee simple, and leases unto the LESSEE, the Demised Premises consisting of **6,031** net usable square feet, as defined in Exhibit B (Affidavit of Net Usable Square Feet of Demised Premises), situated at **1669 Thomaston Avenue, Waterbury, Connecticut, in building #15**, as more particularly described in the property description included in Exhibit A-1 attached hereto, together with all appurtenances thereto and all right to means of ingress into and egress out of the Demised Premises and together with the improvements, fixtures, equipment and facilities of the LESSOR now located or to be located on said premises (the "Demised Premises"). The LESSOR shall execute and deliver to the LESSEE, simultaneously with this lease, the Affidavit of Net Usable Square Feet of Demised Premises, attached hereto as Exhibit B. The LESSOR'S affidavit to the LESSEE attesting to the aforesaid net usable square feet and scaleable floor plan, attached as Exhibit A (Demised Premises Floor Plan) and drawn to a minimum scale of 1/8" = 1'0" on the **first (1st)** floor(s) of the Total Premises. The Demised Premises includes **a total of thirty-six (36)** striped, lighted and maintained parking spaces, with security acceptable to LESSEE, located at **1669 Thomaston Avenue, Waterbury, Connecticut and situated as follows: eighteen (18) parking spaces shall be marked reserved and located in the front parking lot near the main entrance and the remaining eighteen (18) parking spaces shall**

**be unreserved and located in the rear parking lot behind the portion of the building where the Demised Premises are located.**

## **ARTICLE 2: RENT AND ADDITIONAL RENT**

### **2.01 FIXED BASE RENT**

During the term of this lease, the LESSEE shall pay the LESSOR the fixed base rental of **Seventy One Thousand One Hundred Sixty-Five and 88/100 Dollars (\$71,165.88)** per year, payable in equal monthly installments of **Five Thousand Nine Hundred Thirty and 49/100 Dollars (\$5,930.49)** by the end of each calendar month in arrears. The fixed base rental amount in this section includes a LESSOR's allowance for the tenant improvements set forth in Exhibit D in the amount of **Six Thousand One Hundred Forty-Eight and 00/100 Dollars (\$6,148.00)**. The first of such payments shall be made upon acceptance of the Demised Premises as per Article 5 (Demised Premises Preparation – Minimum Requirements). Rental for occupancy of less than a full calendar month at the commencement, termination or any partial interruption of this lease shall be prorated by dividing the monthly rent by thirty (30) and multiplying the resulting quotient by the number of days of occupancy.

### **2.02 TENANT IMPROVEMENT PAYMENTS**

**THIS SECTION 2.02 IS OMITTED IN ITS ENTIRETY FROM THE LEASE.** The first of such "TI" payments shall be made after acceptance of the Demised Premises in accordance with Article 5, (Demised Premises Preparation – Minimum Requirements). These TI payments for occupancy of less than a full calendar month at the commencement, termination or any partial interruption of this lease shall be prorated by dividing the TI payments by thirty (30) and multiplying the resulting quotient by the number of days of occupancy.

### **2.03 ADDITIONAL RENT**

In addition to any other additional rent that may be called for elsewhere in this lease, the LESSEE shall pay as additional rent such items as may be set forth in Exhibits D (Normal Operation Hours; Utilities and Services) and F (Additional Rent), if applicable and attached. The first such payment as additional rent shall be made after acceptance of the Demised Premises in accordance with Article 5, (Demised Premises Preparation – Minimum Requirements).

## **ARTICLE 3: TERM OF LEASE**

### **3.01 LEASE TERM**

The LESSEE is to have and to hold the Demised Premises with their appurtenances for the term of **five (5)** years commencing on the date of acceptance of the Demised Premises as per Article 5 (Demised Premises Preparation – Minimum Requirements) and upon acceptance of any

renovations and improvements, as may be set forth in Exhibit C (Renovations and Improvements), if applicable and attached.

### 3.02 SPACE/PARKING SPACES OPTION

From time to time during the lease term, the LESSEE shall have the continuing option to obtain **no** additional space and parking spaces in the ratio of **0** per 1,000 net usable square feet of extension space, as may become available, at the existing fixed base rent rate as indicated in Article 2 (Rent and Additional Rent). LESSOR shall provide prompt written notification to LESSEE when any such space becomes available. The LESSEE shall have thirty (30) days following the receipt of such notice within which to provide written notice to the LESSOR of its desire to exercise such option. After the LESSEE obtains all approvals necessary in order to exercise the option, including that of the State Properties Review Board, and so notifies the LESSOR in writing, the LESSOR shall have **0** days within which to complete the tasks set forth in Section 5.01 with respect to said additional space. The commencement date of the lease of said additional space shall be the date upon which the LESSEE provides written notification to the LESSOR of the LESSEE'S approval pursuant to Article 10, Notices. In all other aspects, the terms and conditions of the lease of such additional space shall be as set forth herein.

### 3.03 RENEWAL OPTION

This lease may be renewed at the option of the LESSEE for **five (5)** years at the fixed base rental of **Seventy-Eight Thousand Two Hundred Eighty-Two and 36/100 Dollars (\$78,282.36)** per year, payable in equal monthly installments of **Six Thousand Five Hundred Twenty-Three and 53/100 Dollars (\$6,523.53)** by the end of each calendar month in arrears, provided that written notice is posted to the LESSOR at least **ninety (90)** days before the end of the original lease term. All other terms and conditions of the lease shall remain in effect.

The LESSEE may further renew this lease by exercising a second renewal option for **no** years at the fixed base rental of **zero (\$0)** per year, payable in equal monthly installments of **zero (\$0) zero** provided that written notice is posted to the LESSOR at least **zero (0)** days before the end of the first renewal option. All other terms and conditions of the lease shall remain in effect.

### 3.04 HOLDOVER

At the expiration or termination of the lease, the LESSEE may holdover on a month-to-month basis at the fixed base rent last in effect during the expired lease term and subject to the terms, conditions and covenants contained in the lease prior to the expiration or termination. Notwithstanding this provision, the LESSOR shall not charge and the LESSEE shall not pay an increase in the fixed base rent unless the LESSOR shall have provided the LESSEE written notice of the increase at least 45 days prior to its effective date and such increase has been previously approved in writing by the State Properties Review Board. The exercise of LESSEE'S rights under this section shall be without prejudice to such rights as the LESSEE has under Section 3.03. The rental shall be prorated during the said holdover period. In no event

shall the fixed base rent increase be greater than the fair rental value of the subject property for said space and shall not exceed 1.1 times the fixed base rent in any 12-month period.

### 3.05 SUBLEASE OR ASSIGNMENT

The LESSEE may utilize the Demised Premises for any **governmental, quasi-governmental or general office** purpose, and sublet all or any part of the Demised Premises or assign this lease at any time for a similar use, subject to the prior written consent of the LESSOR, which consent shall not be unreasonably delayed or withheld. The LESSOR and the LESSEE shall not be relieved from the terms, conditions and obligations under this lease by reason of any such subletting or assignment.

### 3.06 REMOVAL OF LESSEE'S PROPERTY

The LESSEE shall have the right, but not the obligation, at any time during (a) the lease term, (b) any holdover period and (c) any renewal period, or, at the expiration or other termination of this lease, to sever, remove or otherwise dispose of all alterations, additions, improvements, fixtures, equipment and any other property owned by the LESSEE and placed in, on, around or about the Demised Premises by the LESSEE or at the LESSEE'S direction. Any unreasonable and material damage to the Demised Premises caused by such removal shall be repaired by the LESSEE. The LESSEE shall remove all such property within a reasonable time and in accordance with applicable laws. The LESSEE shall continue to be bound by the provisions of Article 2 until all property is removed.

### 3.07 SURRENDER OF DEMISED PREMISES

At the expiration or other termination of this lease, the LESSEE will surrender the Demised Premises in the same condition as existed at the time of commencement of the lease, excepting therefrom reasonable use and wear, damage by the elements, fire or other unavoidable casualties, and any alterations or additions which may have been made by the LESSOR or by the LESSEE with the written consent of the LESSOR, and which were made with the understanding that they would not be removed by the LESSEE.

## ARTICLE 4: LESSOR'S OBLIGATIONS; DEFAULT

### 4.01 COMPLIANCE WITH APPLICABLE LAWS

The LESSOR, LESSOR Parties (as defined in Article 7 (Indemnification; Duty to Defend)) and LESSOR'S contractors shall comply fully with all applicable Connecticut Statutes, regulations, codes, rules and executive orders. These shall include but are not limited to, the non-discrimination provisions set forth in: (a) Article 18 (Nondiscrimination Provisions) of this lease; (b) Title 4b, Chapter 60a, of the Connecticut General Statutes concerning security for State facilities; (c) State building and life safety codes; and (d) the Americans with Disabilities Act of 1990, as it may be amended from time to time (the "ADA"). Failure to comply with any of the above shall constitute a default by the LESSOR and the LESSEE may take any and all actions as are permitted by law.

#### 4.02 CONDITION OF THE DEMISED PREMISES

The LESSOR covenants that the Demised Premises presently and at all times during the term of this lease, shall comply fully with all applicable Federal, State and local laws, rules, codes, regulations and adopted guidelines, all at no cost to the LESSEE. The LESSOR covenants that the Demised Premises shall continue to be in compliance with same during the term of this lease and during any renewal term or other extension of the lease term. The cost to cure any non-compliance shall be at the sole cost and expense of the LESSOR.

#### 4.03 ENVIRONMENTAL AFFIDAVIT

If the construction of the Total Premises was completed prior to January 1, 1980, then the LESSOR shall, prior to the execution of this lease and as a condition precedent to the commencement date of this lease, procure and deliver to the LESSEE a certification by a professional engineer licensed in Connecticut stating either that the Demised Premises are free of asbestos containing materials ("ACM") or that any existing ACMs are encapsulated in compliance with applicable State and Federal laws and regulations, including, but not limited to, those of the Occupational Safety and Health Act ("OSHA"), the State of Connecticut Department of Environmental Protection and any relevant Environmental Protection Agency ("EPA") regulations, guidelines and procedures. The professional engineer shall be acceptable to the LESSEE. If the LESSOR fails to deliver this certification on or before seven (7) days after this lease is ready for execution by the LESSOR, then this lease and all discussions and negotiations concerning this lease shall be of no force or effect and shall be treated as if they had never existed or taken place and no liability of any kind or for any purpose shall attach to the LESSEE concerning this lease, the Demised Premises or any negotiations relating thereto.

#### 4.04 INDOOR COMFORT

The LESSOR shall provide and maintain the heat, ventilation and air-conditioning ("HVAC") systems in accordance with all applicable Federal, State and local laws, rules, codes, regulations and adopted guidelines. These systems shall provide air-conditioning of sufficient capacity as required to maintain the Demised Premises and all common areas with an inside temperature of no greater than 78 degrees Fahrenheit. The heating system shall provide heat of sufficient capacity as required to maintain all leased areas with an inside temperature of no less than 68 degrees Fahrenheit. Air handling units ("AHU's") shall run continuously during operating hours with required outside air capacity. LESSEE, in its discretion, may change those hours of operation from time to time.

Subject to the limitations in Section 4.05 below, the LESSOR shall maintain, at its sole cost and expense, all systems, including mechanical, electrical and plumbing, as per applicable codes and guidelines.

#### 4.05 DUTY TO MAINTAIN AND REPAIR

The LESSOR shall maintain the Demised Premises and any and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease in good repair and working condition at no cost to the LESSEE. In case of damage arising from the willful misconduct or gross negligence of the LESSEE, its officers, agents and employees, the LESSEE shall reimburse the LESSOR for that damage. If the damages cost more than \$1,000, the LESSEE shall not reimburse the LESSOR until the LESSOR shall have submitted to the LESSEE itemized competitive bids for the work and the LESSEE shall have approved a reasonable bid cost and a description of the scope of work. Provided, further, that the LESSOR shall submit to the LESSEE the bids and scope of work no more than thirty (30) days following the date that the damage is alleged to have occurred. The LESSEE'S prior written approval of an itemized competitive bid and the description of the scope of work are conditions precedent on the part of the LESSEE to reimburse the LESSOR for any repairs and/or replacements.

For the purpose of so maintaining the Demised Premises, the LESSOR may at reasonable times, and with the approval of the authorized representative of the LESSEE, inspect the same and make any necessary repairs thereto at no cost to the LESSEE.

If the LESSOR fails to make any repairs, replacements and/or work within (a) twenty-four (24) hours after the date of written notice of same from the LESSEE in the case of essential systems, the failure of which renders the Demised Premises untenable, or (b) seven (7) days after the date of written notice from the LESSEE, then such failure shall constitute a default.

#### 4.06 CARPETING AND REPAINTING

The LESSOR shall replace carpeting every 5 years within ninety (90) days of the anniversary date of the commencement of the lease term, at its sole cost and expense. The LESSOR shall be responsible to move all furniture, fixtures and equipment at its sole expense. The LESSOR shall not be responsible for the moving of the LESSEE'S computer data equipment or the personal effects of LESSEE'S employees. The work shall be accomplished during the LESSEE'S non-operating hours in a good and workmanlike manner and so as not to unreasonably interfere with the conduct of LESSEE'S business. In case a conflict or a difference in interpretation arises between or among any of the terms and conditions of Exhibit C, if applicable and attached, and this Section 4.06, then such conflict or difference shall be resolved in favor of the terms and conditions set forth in Exhibit C.

The carpet shall be commercial quality, wall-to-wall or carpet squares, as the LESSEE may require, 100% nylon, tufted, level loop with permanent anti-static and soil hiding features. Face yarn weight shall be 28 ounce per square yard minimum; total weight 67 ounces per square yard minimum, heavy traffic designated. Color and pattern are to be selected by the LESSEE. The LESSOR shall submit color samples from a minimum of two nationally recognized carpet manufacturers. The carpeting shall have an average critical radiant flux of at least 0.45 watts per square centimeter (NFPA 253) and specific optical density of 450 or less (NFPA 258).



The LESSOR shall paint interior walls every five (5) years, with a high quality national brand latex paint and complete said painting within ninety (90) days of the anniversary date of the commencement of the lease term, and complete thorough touch up within ninety (90) days of the third lease anniversary date following such initial painting, all at its sole cost and expense. The LESSOR shall move all furniture, fixtures and equipment at its sole cost and expense. The LESSOR shall not be responsible for the moving of the LESSEE'S computer data equipment or the personal effects of LESSEE'S employees. The work shall be accomplished during the LESSEE'S non-operating hours in a good and workmanlike manner using commercial-quality paint and undertaken in such manner as not to unreasonably interfere with the conduct of the LESSEE'S business. One or two coats shall be applied as required by the LESSEE. The LESSEE shall select color.

#### 4.07 SECURITY

The LESSEE may, at its own discretion, install, and subsequently remove, security enhancements to the Demised Premises, including, but not limited to secured access, cameras and an intrusion system at the LESSEE'S sole expense. The LESSEE may at any time, without notice to the LESSOR and at the LESSEE'S expense, perform a security audit of the Demised Premises or Total Premises. The LESSOR shall comply with any renovations required to complete security modifications including, but not limited to, adding security personnel, equipment installation, and wiring as required. Any and all costs and expenses associated with adding security personnel shall be borne by the LESSEE. The LESSEE may require that the LESSOR, and the LESSOR shall, obtain itemized competitive bids to implement the work at the LESSEE'S expense. In so doing, the LESSOR shall follow and observe all of the bidding procedures and safeguards of the Department of Administrative Services. The LESSOR shall fully cooperate with the LESSEE'S consultants, security personnel, and police forces. If there is a dispute concerning security issues, the LESSEE'S security personnel shall have the final determination. The LESSOR shall keep all of the LESSEE'S security arrangements and systems confidential. The LESSOR and the LESSEE shall comply with the provisions of Conn. Gen. Stat. §4b-135, concerning security requirements for new leases. Further, the LESSOR shall comply with any security procedures or "post orders" as may be issued by the LESSEE.

#### 4.08 DEFAULT AND REMEDIES

Failure to prepare, maintain, service, repair or replace equipment as required under this lease shall constitute a default by the LESSOR. If all or part of the Demised Premises becomes unfit for use for the purposes leased, such shall also constitute a default by the LESSOR. The LESSOR shall also be in default under this lease if the LESSOR fails to perform any other obligation it has under this lease. In any case, the LESSOR shall cure any default that does not constitute an emergency within ten (10) days of the date of the default notice from the LESSEE (if another time period is not specifically provided under this lease), provided that if such cure cannot reasonably be completed within said ten (10) day period, the LESSOR does commence a cure within said ten (10) day period and diligently pursue it to completion.

If a default constituting an emergency condition or any interruption in an essential service or

utility rendering the Demised Premises untenable occurs, the LESSOR must commence immediately and proceed diligently to cure the default as expeditiously as possible.

If the LESSOR fails to cure a default as provided herein, the LESSEE, in its discretion and without further notice, may (1) fulfill such obligations itself and deduct the cost thereof and expenses connected therewith from rents due or to become due the LESSOR under the terms of this lease; (2) recover all or any portion of such cost and expenses by other appropriate means; (3) withhold any rental payments during the LESSOR's period of failure to perform since the LESSOR acknowledges that it is not entitled to receive any rent or additional rent during such period; or (4) pursue any other remedies allowed by law, including, but not limited to, termination when the Demised Premises are rendered untenable. For any period that the Demised Premises or any part thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the LESSEE to be unfit for use. Notwithstanding the aforesaid, if the failure to perform any of the repairs, replacements or work constitutes a hazard to any part of the Total Premises or any person, then the LESSEE may immediately cause such hazardous conditions to be corrected, without written notice to the LESSOR and deduct the costs and expenses thereof from rents due or to become due under this lease.

#### **ARTICLE 5: DEMISED PREMISES PREPARATION – MINIMUM REQUIREMENTS**

##### **5.01 MINIMUM REQUIREMENTS**

Prior to occupancy, all of the following shall be completed: the Demised Premises shall be painted and new carpet installed in a good and workmanlike manner at LESSOR'S sole expense; all existing fabric walls, systems furniture, chairs, etc. shall be High Efficiency Particulate Air vacuumed; existing Vinyl Composite Tile floor surfaces shall be stripped and waxed or mopped as required; all toilet rooms shall be high and low cleaned, and sanitized; all receptacles shall be operational; all lighting shall be operational and lamps replaced as appropriate; all lenses shall be cleaned; any ceiling tile that is damaged, stained or dirty shall be replaced; all doors and locks shall be operational; all mechanical and plumbing systems shall be operational; all mechanical system filters shall be replaced; all condensate pans shall be drained, cleaned and sanitized; outside air requirements, air distribution systems, Variable Air Volume boxes, and sub-systems shall be inspected and repaired as required by a licensed mechanical maintenance firm; all life/fire safety systems shall meet existing codes and be operational and tested; the Demised Premises must be free of any roof, envelope, window or fixture leaks. The LESSEE shall obtain the LESSOR'S approval on wiring runs, which approval shall not be unreasonably withheld or delayed by the LESSOR.

The LESSEE reserves the right to inspect all systems. The LESSOR shall give written notice as to when the Demised Premises is prepared for inspection. Telephone and data lines shall be the responsibility of the LESSEE unless otherwise stated. Additional convenience receptacles or system furniture feeds shall be provided by the LESSOR and paid for by the LESSEE as specified in Exhibit C (Renovations and Improvements), if applicable and attached. The LESSOR shall provide space for telephone and data equipment and cabling. The LESSEE shall install branch wiring for telephone and data unless provided by the LESSOR in Exhibit C

(Renovations and Improvements), if applicable and attached. Unless otherwise specified in this Section, all work shall be done at the LESSOR'S sole cost and expense and performed in a good and workmanlike manner under the LESSOR'S supervision.

The rent commencement date shall be such date as when the LESSEE makes a written determination that all applicable provisions of Articles 4 (LESSOR'S Obligations; Default) and 5 (Demised Premises Preparation – Minimum Requirements) and Exhibits C (Renovations and Improvements), and D (Normal Operating Hours; Utilities and Services), if applicable and attached, have been complied with. The LESSEE and LESSOR shall confirm the lease and rent commencement dates in writing no later than thirty (30) days from the commencement of the lease term.

#### **5.02 RENOVATIONS OR FIT-OUT**

Any "fit out" or renovations required in addition to the above minimum requirements and the conditions that govern said renovations and improvements shall be carried out in accordance with the terms set forth in Section 4.07 and Exhibit C (Renovations and Improvements) if applicable and attached. In case a conflict or a difference in interpretation arises between or among any of the terms and conditions of Exhibit C, if applicable and attached, and this Article 5 (Demised Premises Preparation – Minimum Requirements), then such conflict or difference shall be resolved in favor of the terms and conditions set forth in Exhibit C.

### **ARTICLE 6: LESSEE'S DEFAULT**

#### **6.01 LESSEE'S DEFAULT**

The LESSOR agrees that if any rental installment shall be due and unpaid for fifteen (15) or more days after its due date, such nonpayment shall not constitute a default under the terms of this lease until written notice of said nonpayment has been received by the Commissioner of the Department of Administrative Services and thirty (30) days have passed from the date of such receipt.

### **ARTICLE 7: INDEMNIFICATION; DUTY TO DEFEND**

#### **7.01 INDEMNIFICATION**

At all times during this lease and during any extension or renewal thereof or holdover period, the LESSOR shall indemnify, defend and hold harmless the LESSEE and its successors and assigns from and against all (a) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this lease out of acts of commission or omission (collectively, the "Acts") by the LESSOR or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the LESSOR is in privity of oral or written contract (collectively, "LESSOR Parties"); (b) liabilities arising in connection with this lease, out of the LESSOR'S or LESSOR Parties' Acts concerning its or their duties and obligations as

set forth in this lease; and (c) damages, losses, costs and expenses, investigative costs and attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damage. The LESSOR shall reimburse the LESSEE, for any and all damage to the real or personal property of the LESSEE caused by the Acts of the LESSOR or any LESSOR Parties.

The LESSEE shall give to the LESSOR reasonable notice of any such Claim. The LESSOR shall also use counsel acceptable to the LESSEE in carrying out its obligations hereunder. The provisions of this Article shall survive the expiration or early termination of this lease, and shall not be limited by reason of any insurance coverage.

#### 7.02 DUTY TO DEFEND

In case any Claim is brought against the LESSEE, its officers, agents and employees, by reason of any of the LESSOR's or LESSOR Parties' Acts, the LESSOR shall, at the LESSOR'S expense, resist and defend such Claim, or cause the same to be resisted or defended, by retained competent counsel acceptable to the LESSEE. The LESSOR shall cause such counsel to defend any Claim vigorously and at no cost or expense to the LESSEE, but may not hold itself out as LESSEE'S counsel.

### **ARTICLE 8: LIMITATION ON LESSEE'S LIABILITY**

#### 8.01 FORCE MAJEURE

Neither party shall be liable to the other or to any person for any loss, injury or damage to any person or property occasioned by Force Majeure. Force Majeure means events that materially affect performance under this lease and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the LESSOR, failure of permanent power, inadequate permanent power, unavoidable casualties, fire not caused by the LESSOR, extraordinary weather conditions, disaster, riots, acts of God, insurrection, war or any other matter beyond the control of the LESSEE.

### **ARTICLE 9: INSURANCE**

#### 9.01 LESSOR'S INSURANCE

The LESSOR shall provide and maintain, at no cost to the LESSEE, Commercial General Liability Insurance, with the LESSEE named an additional insured. The insurance shall provide for a minimum limit of \$1,000,000.00 for all damages, in any one accident or occurrence, arising out of bodily injuries to or death of all persons and injuries to or destruction of property. Subject to that limit per accident, the total (or aggregate) limit in all accidents during the lease term shall be a minimum of \$2,000,000.00. The coverage under such policy shall be limited to claims arising from acts or omissions of the LESSOR. The LESSOR shall additionally provide and maintain standard fire and casualty insurance, including special form coverage. The LESSOR shall apply the proceeds of insurance to reconstruction, if the LESSEE so directs in writing. The LESSOR shall provide certificates of insurance annually to the LESSEE evidencing the coverage

that this Article requires. Such certificates of insurance shall also specifically indicate that the policies insuring the LESSEE include, without limitation, said liability and fire and casualty insurance coverage pertaining to any and all risks described under this Article. Such policies of insurance shall also provide notification to the LESSEE of at least thirty (30) days prior to any cancellation or modification of coverage. The insurer shall be licensed by the State of Connecticut and be rated A- or better by A.M. Best Company.

The LESSOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible. The LESSOR'S insurer shall have no right of recovery or subrogation against the LESSEE. This insurance is primary and not in excess of any other insurance.

The liability of the LESSOR to indemnify, defend and save and hold harmless the LESSEE shall be effectively protected by insurance to the extent insurable. The limits of coverage of such insurance purchased by the LESSOR shall not in any way limit, reduce or restrict the LESSOR'S obligation under any indemnification and save and hold harmless provisions stated in this lease.

#### **ARTICLE 10:       NOTICES**

##### **10.01   NOTICES**

All notices under this lease to either party shall be in writing and shall be transmitted by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight delivery service, or by facsimile (with transmission confirmation) followed by first class mail, postage prepaid, and addressed to the LESSOR at the following address:

**Brownstein Realty, L.L.C.  
1669 Thomaston Avenue  
Waterbury, Connecticut 06704;**

or addressed to the LESSEE as follows:

Commissioner  
Department of Administrative Services  
165 Capitol Avenue  
State Office Building  
Hartford, Connecticut 06106-1630,

with a copy to:

Administrator, Leasing and Property Transfer  
Department of Administrative Services  
165 Capitol Avenue, Room G-1  
State Office Building  
Hartford, Connecticut 06106-1630.

Notices from the LESSOR to the State Properties Review Board shall be sufficient if sent in a like manner as to the LESSEE and to the same address.

Bills for utilities and services provided pursuant to Exhibit D to this Lease shall be sent to the following address via first class mail, postage pre-paid: **Department of Mental Health and Addiction Services, Connecticut Valley Hospital, P.O. Box 351, Middletown, CT 06457.**

## ARTICLE 10A: CASUALTY

### 10A.01 DAMAGE OR DESTRUCTION

(a) The LESSEE shall give prompt notice to the LESSOR of any damage by fire or other casualty to the Demised Premises. If the Demised Premises, or any part thereof, or access thereto, shall be damaged or destroyed by fire or other insurable casualty, but the LESSEE shall continue to have reasonably convenient access to the Demised Premises and no portion of the Demised Premises is rendered unfit for use and occupancy by the LESSEE for the purposes set forth in this lease, then the LESSOR shall repair such damage or destruction with reasonable diligence. During the period when such repair work is being conducted, the Fixed Base Rent and the Additional Rent shall not be abated or suspended.

(b) If the Demised Premises, or any part thereof, or access thereto, shall be so damaged or destroyed by fire or other insurable casualty that the LESSEE shall not have reasonably convenient access to them, or if any portion of the Demised Premises shall thereby be otherwise rendered unfit for use and occupancy by the LESSEE for the purposes set forth in this lease, and if in the commercially reasonable judgment of the LESSOR the damage or destruction may be repaired to the point where the Demised Premises will be rendered fit for the purposes set forth in this lease within ninety (90) days after the occurrence of the damage or destruction, time being of the essence, then the LESSOR shall so notify the LESSEE within ten (10) days after the occurrence of the damage or destruction and shall repair such damage or destruction (except damage or destruction to personal property) with reasonable diligence. If the LESSOR shall not complete such repair within ninety (90) days after the occurrence of the damage or destruction, time being of the essence, then the LESSEE shall have the right to terminate this lease by giving written notice of such termination to the LESSOR within twenty (20) days after the end of such ninety (90) day period; provided, however, that if the completion of repairs shall be delayed by reason of force majeure events, as set forth in Article 8 of this lease, the time for completion shall be extended by the period of such delay. If in the commercially reasonable judgment of the LESSOR the Demised Premises, or means of access thereto, cannot be repaired within ninety (90) days after the occurrence of the damage or destruction and the LESSOR does not deliver to the LESSEE notice of its decision to repair such damage within ten (10) days after the occurrence of the damage, time being of the essence, then either party shall have the right to terminate this lease by giving written notice of such termination to the other party within the period of thirty (30) to forty-five (45) days after the occurrence of such damage or destruction. If neither party gives such notice of intention to terminate this lease, then the LESSOR shall repair the damage or destruction with reasonable diligence. All such repairs shall be performed in a

workmanlike manner by a contractor's properly trained professionals, selected by the LESSOR, and at no cost or expense to the LESSEE.

#### 10A.02 ABATEMENT OF RENT

If, by reason of such damage or destruction, the LESSEE shall not have reasonably convenient access to the Demised Premises or if any portion of the Demised Premises shall be otherwise rendered unfit for use and occupancy for the purposes set forth in this lease, then the Fixed Base Rent and the Additional Rent shall be equitably suspended or abated as of the date of the damage until ten (10) days after the LESSOR has (a) substantially completed the repair of the Demised Premises and the means of access to it, and (b) notified the LESSEE in writing. If such damages or destruction was solely caused by the gross negligence of the LESSEE, then there shall be no abatement of the Fixed Base Rent or the Additional Rent. Neither an election by the LESSOR to carry rental loss insurance nor an election by the LESSEE to carry business interruption insurance shall affect the provisions of this Article.

#### 10A.03 EVENTS OF TERMINATION

(a) If more than 25% of the net usable square feet of the Demised Premises shall be wholly or substantially damaged or destroyed by fire or other casualty at any time during the last six (6) months of the lease term, then either the LESSOR or the LESSEE may terminate this lease by delivering a written notice of termination to the other party within (30) days after the damage or destruction.

(b) Notwithstanding the provisions of this Article, if, prior to or during the lease term: (i) the Demised Premises shall be so damaged by fire or other casualty that, in the LESSOR's commercially reasonable opinion, substantial alteration, demolition or restoration of the Demised Premises shall be required, or (ii) the Total Premises shall be so damaged by fire or other casualty that, in the LESSOR's commercially reasonable estimate, the cost to repair the damage will be more than 25% of the replacement value of the Total Premises, as of the time immediately prior to the occurrence of the casualty (whether or not the Demised Premises shall have been damaged or rendered untenable), then, the LESSOR, at LESSOR's option, and with the written consent of LESSOR's Mortgagee, if any, may give to the LESSEE, within ninety (90) days after such fire or other casualty, a thirty (30) days' notice of the termination of this lease. If the LESSOR gives such notice, then this lease shall terminate upon the expiration of such thirty (30) days, with the same effect as if such date were the expiration date. The Fixed Base Rent and the Additional Rent shall be apportioned as of such date and any prepaid portion of the Fixed Base Rent or the Additional Rent for any period after such date shall be refunded by the LESSOR to the LESSEE within thirty (30) days following the expiration date. The LESSEE may thereafter holdover in the Demised Premises, rent free, until the LESSEE, acting with due diligence, is able to locate, lease and relocate to another property.

#### 10A.04 INSURANCE PROCEEDS UPON TERMINATION

If the LESSOR terminates this lease pursuant to this Article, all insurance proceeds payable with respect to the damage giving rise to such right of termination shall be paid to the LESSOR and the LESSEE shall have no claim to it.

#### 10A.05 SCOPE OF LESSOR'S REPAIRS

If the LESSOR elects or shall be obligated to repair or restore any damage or destruction, the scope of work shall be limited to the original basic building and interior work, and the LESSOR shall have no obligation to restore or replace the LESSEE's personal property. Nothing in this lease shall be construed as a waiver or limitation on any cause of action that the LESSEE has or may have against the LESSOR for loss of tenant improvements, business interruption and other such cases.

### **ARTICLE 10B: CONDEMNATION**

#### 10B.01 CONDEMNATION OF DEMISED PREMISES

If less than the whole or a substantial part of the Demised Premises shall be condemned, and the Demised Premises can be used for the same purpose as before, the LESSEE's interest in the condemnation assessment and any individual assessment will be limited to the LESSEE's leasehold interest in the condemned premises.

#### 10B.02 TAKING OF TOTAL PREMISES

If (a) more than 25% of the net usable square feet of the Total Premises shall be condemned, or (b) if any adjacent property or street shall be condemned or improved by a public or quasi-public authority in such a manner as to require the use of any part of the Demised Premises, so as to require, in the commercially reasonable opinion of the LESSOR, a substantial alteration or reconstruction of the Total Premises, then the LESSOR may terminate this lease as of the earlier of (i) the date of the vesting of title, or (ii) the sixtieth (60<sup>th</sup>) day following the LESSEE's receipt of written notice from the LESSOR of the vesting or dispossession date. If so, the Fixed Base Rent and the Additional Rent shall be apportioned as of such termination date, and the LESSEE's interest in the condemnation assessment and any individual reassessment or condemnation award will be limited to the LESSEE's leasehold interest, if any.

#### 10B.03 AWARDS

Except as provided in this Article, the LESSOR shall be entitled to the entire award in any condemnation proceeding or other proceeding for taking for public or quasi-public use, excluding the LESSEE's leasehold interest in the condemned premises, if any, which will belong to the LESSEE. This Article shall not be deemed to give to the LESSOR any interest in or to require the LESSEE to assign to the LESSOR any award made to the LESSEE specifically for its relocation expenses or the taking of personal property and fixtures belonging to the LESSEE.



10B.04 ABATEMENT OF RENT.

If a partial condemnation or other taking does not result in a termination of this lease as to the entire Demised Premises, then the Fixed Base Rent and the Additional Rent shall be adjusted in proportion to that portion of the Demised Premises taken by such condemnation or other taking. The LESSOR shall, at its sole cost and expense, make all necessary repairs or alterations to the Total Premises so as to constitute the remaining Demised Premises a complete architectural unit to the extent that the same may be feasible, provided that the LESSOR shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award resulting from such taking.

10B.05 IMMUNITY

Nothing in this lease shall be construed as a waiver of or limitation upon the LESSEE's immunity to condemnation by inferior and/or unauthorized condemning authorities.

**ARTICLE 11: SUBORDINATION AND ATTORNMENT**

11.01 SUBORDINATION

**This lease is subordinate to any mortgage, which has been or may from time to time be placed against the Total Premises, or any part thereof, and is also subordinate to any and all renewals, modifications, consolidations and replacements thereof. Although no instrument or act on the part of the LESSEE shall be necessary to effectuate such subordination, upon request of the LESSOR the LESSEE shall, to the extent allowed by law, execute and deliver to the LESSOR such documents or instruments as the LESSOR may reasonably need relative to such subordination. In the event of any foreclosure of any such mortgage or sale in lieu thereof, the LESSEE, so long as no material default exists on its part under this lease, shall not be disturbed in its occupancy of the Demised Premises, and this lease shall continue in full force and effect with the LESSEE recognizing and attorning to the then owner of the Total Premises as its lessor hereunder.**

11.02 ATTORNMENT

In the event of any sale, assignment or foreclosure of any mortgage, lien, deed or other security instrument with reference to any part of the Total Premises, including repairs, replacements, improvements and work, the LESSEE shall execute and deliver to the LESSOR a consent, attached hereto as Exhibit G (Consent to Assignment). No change in ownership shall be binding upon the LESSEE unless and until the LESSOR has furnished the LESSEE either the original instrument evidencing such transfer or a certified copy thereof.

### 11.03 QUIET ENJOYMENT

Notwithstanding the above, the obligations contained in this lease to be performed by the LESSOR shall be binding on the LESSOR'S successors and assigns during their respective periods of ownership. Upon the LESSEE'S paying the fixed base rent and any additional rent and performing all of the LESSEE'S material obligations under this lease, the LESSEE may peacefully and quietly enjoy the Demised Premises during the lease term, renewal or any extended or holdover term as against all persons, entities and/or mortgages lawfully claiming by or through the LESSOR.

## **ARTICLE 12: ENTIRE AGREEMENT**

### 12.01 ENTIRE AGREEMENT

This lease, including the exhibits and schedules, if any, attached hereto and any plans, drawings, specifications, affidavits, maps, booklets or parts thereof, contains the entire agreement of the parties and all prior negotiations, agreements and understandings are merged herein. Neither the LESSOR'S nor the LESSEE'S representatives have made any representations or warranties with respect to the Demised Premises or this lease, intending to be bound thereby, except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by the LESSEE by implication or otherwise unless expressly set forth herein.

## **ARTICLE 13: STATE APPROVALS**

### 13.01 STATE APPROVALS

This lease, and any amendments or modifications thereto, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the State Properties Review Board and the Attorney General of the State of Connecticut, the same being evidenced by their respective signatures on the appropriate documents.

## **ARTICLE 14: MODIFICATIONS**

### 14.01 MODIFICATIONS

Any modification of this lease, or additional obligation assumed by either of the LESSOR or the LESSEE in connection with this lease, shall be binding only if evidenced in writing and signed by the LESSOR and the LESSEE or an authorized representative of the LESSOR or the LESSEE, and first approved in writing by the State Properties Review Board and the Connecticut Attorney General. The LESSEE shall not have any obligations or duties under this lease except for those expressly set forth herein.

**ARTICLE 15: TITLE TO TOTAL PREMISES**

**15.01 TITLE TO TOTAL PREMISES**

The LESSOR covenants that it is the owner in fee simple of the entire property described in Exhibit A-1 on which the Demised Premises is located, including common and parking areas, where applicable, and of which the Demised Premises is a part (collectively, the "Total Premises"). The LESSOR also covenants and warrants to having good right to lease the Demised Premises and agrees to defend the title thereto and to reimburse and hold the LESSEE harmless from all damage and expenses which the LESSEE may suffer by reason of any restriction, encumbrance or defect in such marketable title. The LESSOR shall permit the LESSEE to occupy, possess and peacefully enjoy the Demised Premises without hindrance or molestation from the LESSOR or any other party or person claiming by, from or under the LESSOR.

**ARTICLE 16: FINANCIAL INTEREST**

**16.01 STATEMENT OF FINANCIAL INTEREST**

The LESSOR shall execute and deliver to the LESSEE a statement of financial interest, attached hereto as Exhibit E (Statement of Financial Interest), which execution and delivery shall be a condition precedent to LESSEE'S execution of the lease. Any false statement contained in said affidavit shall constitute a breach of this lease and shall constitute grounds for the LESSEE to terminate the lease at any time by giving written notice of same to the LESSOR without prejudice to any other remedies the LESSEE may have.

**16.02 AUDIT**

The State of Connecticut or its authorized agent reserves the right to audit the financial Records (as defined in Article 20 of this lease) of the LESSOR with respect to any documents, invoices, books, records or papers, in any existing form, associated with provisions of this lease at this location prior to the payment of any additional rent to amortize the LESSEE'S share of the cost of repairs, replacements and work completed by the LESSOR on behalf of the LESSEE, if any. The LESSEE also may audit any other documents, invoices, books, records or papers, in any existing form, related directly or indirectly to LESSEE'S payment of other additional rents for up to three (3) years after the final payment. The LESSEE further reserves the right to seek reimbursement from the LESSOR, or take any other remedies available to it under this lease, at law or in equity, if the LESSEE'S audit reveals that the LESSOR has overcharged the LESSEE for the actual cost of the service, work or utility to which the additional rents relate. This paragraph in no way limits or restricts LESSEE's rights or LESSOR's obligations set forth in Article 20 below.

## ARTICLE 17: MISCELLANEOUS PROVISIONS

### 17.01 CONNECTICUT LAW

This lease shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.

### 17.02 JOINT AND SEVERAL OBLIGATIONS

If there shall be more than one LESSOR, they shall be bound jointly and severally by each and every section and provision of this lease.

### 17.03 UNENFORCEABILITY AND AMBIGUITIES OF LEASE PROVISIONS

If for any reason the terms of this lease or any substantive provision thereof, shall be found to violate public policy or be ambiguous, unenforceable or illegal, this lease shall be amended to conform to the applicable decision, and the LESSOR and the LESSEE shall execute any amendments necessary to effectuate the goals and purposes of this lease as soon as possible. All such amendments shall be subject to the provisions of Article 13 (State Approvals) of this lease.

### 17.04 APPLICABLE EXHIBITS

Only exhibits **A-Demised Premises Floor Plan, A1-Property Description, B-Affidavit of Net Usable Square Feet of Demised Premises, D-Normal Operating Hours; Utilities & Services, E-Statement of Financial Interest, F-Additional Rent, G-Consent to Assignment, J-Termination Option and L-SEEC Form 11** are attached to and made a part of this lease.

### 17.05 CONFIDENTIAL INFORMATION

The LESSOR understands that the LESSEE may store and/or maintain confidential data and/or information, including, but not limited to information designated as confidential by State law and/or court order. The LESSOR shall do and perform all things and acts that are necessary or appropriate to maintain and not breach such confidentiality. Further, the LESSOR shall, at no cost to the LESSEE, fully cooperate with the LESSEE and take all appropriate steps to prevent the LESSOR Parties from discovering or disseminating any such confidential data and/or information. If LESSOR fails in its obligations under this Section, then LESSOR shall be responsible for any Claims, liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise therefrom, directly or indirectly, in connection with the breach of this Section.

### 17.06 SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in this lease shall be construed as a waiver by the LESSEE of any rights or defenses of sovereign immunity, which it may have had, now has or

will have with respect to all matters arising out of this lease. To the extent that this provision conflicts with any other provision, this provision shall govern.

#### 17.07 EXECUTIVE ORDERS

This lease is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the lease as if they had been fully set forth in it. The lease may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the LESSOR's request, the LESSEE shall provide a copy of these orders to the LESSOR.

#### 17.08 CHANGE IN OWNERSHIP

No change in ownership shall be binding upon the LESSEE unless and until the LESSEE has been furnished either with the original instrument evidencing such transfer or a certified copy thereof.

#### 17.09 SUCCESSORS AND ASSIGNS

This lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

#### 17.10 PAROL AGREEMENTS

The LESSEE shall not be responsible for any payments or reimbursements under this lease except those expressly provided herein. The LESSEE shall not have any obligations and duties under this lease except those expressly provided herein.

#### 17.11 LESSOR'S FURTHER OBLIGATIONS

As special conditions, the LESSOR further agrees to the following:

- a. All of the renovations, improvements and work mentioned in Articles 4 (LESSOR'S Obligations; Default), 5 (Demised Premises Preparation – Minimum Requirements) and Exhibit C (Renovations and Improvements), if applicable and attached, shall, and not by way of limitation, be completed as per the terms and conditions of said Articles and Exhibit and Sections 17.11 (b) and (c) below;

b. The LESSOR represents and warrants to the LESSEE that all materials, equipment and work made part of said renovations, improvements and work (inclusive of all tenant renovations and improvements made on behalf of the LESSEE), shall be new, designed and constructed in a workmanlike manner, free of any defects, including without limitation, design, architectural, engineering, structural, electrical, mechanical, heating, ventilating, air conditioning, or plumbing defects, and in accordance with the terms and conditions of this lease; and

c. If the LESSOR shall fail to perform any of its obligations under this lease, after receipt of notice as required, or in the event of emergency, the LESSEE shall have the right of self-help, and, in such event, the LESSEE may deduct the reasonable costs thereof from the rents next or thereafter due under the lease.

#### 17.12 RECORDATION

The LESSEE may record this lease, provided however, that the LESSOR, at the written request of the LESSEE, shall join in the execution of a notice or memorandum of this lease in such form as the LESSEE shall prepare for the purpose of recordation pursuant to General Statutes Section 47-19.

#### 17.13 DEFINITION OF "DAYS"

The word "day" shall mean a calendar day, unless otherwise specifically noted. Whenever "day" is otherwise defined to be a business day, business days shall be all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

#### 17.14 HEADINGS

The headings given to the paragraphs in this lease are inserted only for convenience and are in no way to be construed as part of this lease or as a limitation of the scope of the particular paragraph to which the heading refers.

#### 17.15 CORPORATE AUTHORITY

The LESSOR represents and warrants to the LESSEE that:

(a) it is a duly and validly existing **limited liability company** under the laws of the State of **Connecticut** and authorized to conduct its business in the State of Connecticut in the manner contemplated by this lease. Further, the LESSOR has taken all necessary action to authorize the execution, delivery and performance of this lease and has the power and authority to execute, deliver and perform its obligations under this lease;

(b) it has full right and authority to enter into this lease for the full term herein granted, and that it has good and marketable title to the Total Premises;

(c) it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the LESSEE under and pursuant to this lease;

(d) the execution, delivery and performance of this lease by the LESSOR will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any governmental department, commission, board, bureau, agency, office, council, institution or instrumentality; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound; and

(e) to the extent that the LESSOR has engaged the services of any person or entity in any capacity to solicit or secure this lease, the LESSOR shall be solely responsible for the payment of any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this lease or any assignments made in accordance with the terms of this lease. The LESSEE shall not be responsible under any circumstances for the satisfaction of such consideration.

#### 17.16 ANNUAL AFFIDAVIT

To the extent required by law, the Office of Policy and Management or any Executive Order of the Governor of the State of Connecticut, on or within two (2) weeks of the anniversary date of the execution of this lease, the LESSOR shall submit a completed annual gift and campaign contribution affidavit to the following address:

Leasing and Property Transfer Unit  
Department of Administrative Services  
165 Capitol Avenue, Room G-1  
Hartford, CT 06106  
Attention: Paralegal Specialist.

For the purposes of this Section 17.16, the execution date of the lease is deemed to be the date the Attorney General approves the lease.

#### **ARTICLE 18: NONDISCRIMINATION PROVISIONS**

References in this section to "Contract" shall mean this lease and references to "Contractor" shall mean the LESSOR.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability



prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

#### **ARTICLE 19: CAMPAIGN CONTRIBUTION RESTRICTIONS**

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit L.

## **ARTICLE 20: INSPECTION AND AUDIT**

For purposes of this provision, the term "Contract" shall mean this Lease, "Contractor" shall mean LESSOR, "State" shall mean LESSEE and "plant or place of business" shall mean the Demised Premises. References to a "subcontractor" or "subcontract" may be inapplicable.

- (a) The State of Connecticut may, at reasonable times, inspect the part of the plant or place of business of a Contractor or any subcontractor which is related to the performance of any Contract awarded, or to be awarded by the State, to ensure compliance with the Contract. All services performed by and material supplied by the Contractor under this Contract shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Contractor shall maintain, and shall require each of its subcontractors to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Contractor's, and, in the case of each subcontract, the applicable subcontractor's, performance. The Contractor shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this Contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Contractor's address provided in Section 10 of this Contract or such other location as is approved in writing in advance by the State.
- (c) The Contractor agrees to make all of its Records available for inspection and/or examination by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Contractor's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this Contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Contractor at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Contractor shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Contractor which pertains to the State's business or this Contract.
- (e) The Contractor agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be extended or renewed, and any holdover period.

- (f) The Contractor also agrees that it will require each subcontractor under this Contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- (h) The Contractor shall incorporate the provisions of this Section, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this Contract.”


S.L. 2011.2

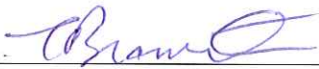
IN WITNESS WHEREOF, the parties have hereunto set their hands.

Signed in the presence of:

Brownstein Realty, L.L.C.


  
Matthew Langone

  
Gary D. Matthews

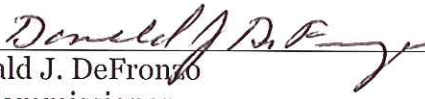
By   
Lawrence Brownstein  
Its Member  
Duly authorized

Date signed: 12/15/11

STATE OF CONNECTICUT

  
Erin O'Brien-Chapette

  
Sandra Grueira

By   
Donald J. DeFronzo  
Its Commissioner  
Duly authorized

Date signed: 12/29/11

S.L. 2011.2

STATE OF CONNECTICUT )

COUNTY OF New Haven )

) ss. Waterbury  
)

On this the 15<sup>th</sup> day of December, 2011, before me, the undersigned officer, personally appeared Lawrence Brownstein, known to me (or satisfactorily proven) to be the member of Brownstein Realty, L.L.C., a Connecticut limited liability company whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes and consideration therein expressed in the capacity as therein provided as his free act and deed and that of the Brownstein Realty, L.L.C..

In Witness Whereof I hereunto set my hand.

Terry Rencowski Jones

Commissioner of the Superior Court/

Notary Public

My Commission Expires: 9/30/2016

STATE OF CONNECTICUT)

COUNTY OF HARTFORD )

) ss: HARTFORD  
)

On this the 29<sup>th</sup> day of December, 2011, before me, the undersigned officer, personally appeared Donald DeFiorio, Commissioner of the Department of Administrative Services, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Elizabeth G. Grotto

Commissioner of the Superior Court/

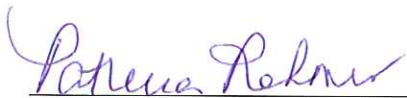
Notary Public

My ~~commission~~ expires:

S.L. 2011.2

Accepted:

DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES

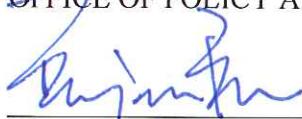


By: Patricia Rehmer

Its: Commissioner

Date signed: 12/20/2011

Approved in Conformance With  
Conn. Gen. Stat. §4b-23(o)(2), As Revised,  
OFFICE OF POLICY AND MANAGEMENT



By: Benjamin Barnes

Its: Secretary

Date signed: 1/26/12

Approved:

STATE PROPERTIES REVIEW  
BOARD



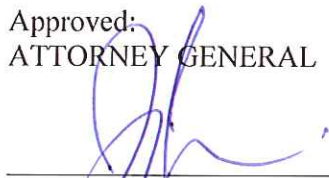
By: Edwin S. Greenberg

Its: Chairman

Date signed: 6/4/12

Approved:

ATTORNEY GENERAL



By Joseph Rubin

Associate Attorney General

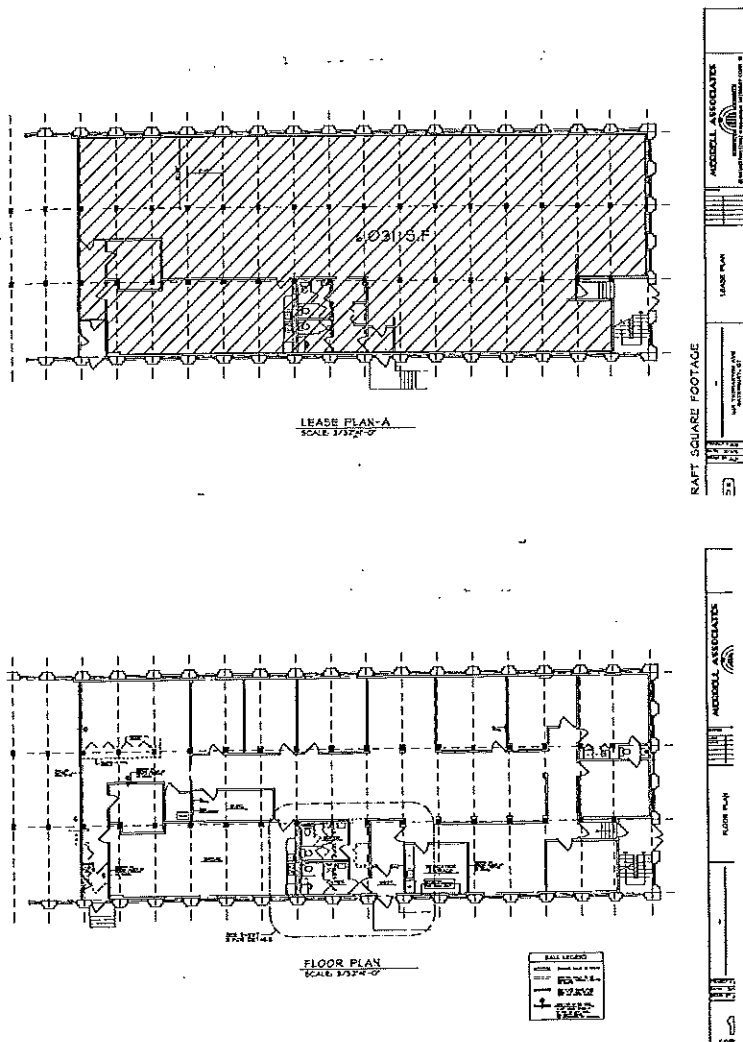
Date signed: 6/28/12

EXHIBIT A

DEMISED PREMISES FLOOR PLAN (TO SCALE)

**1669 Thomaston Avenue  
Waterbury, Connecticut**

Plans entitled "Floor Plan, 1669 Thomaston Ave, Waterbury, CT" by Merrell Associates, dated 2/4/11 and revised 4/19/11, and "Lease Plan, 1669 Thomaston Ave, Waterbury, CT" by Merrell Associates, dated 2/4/11 is incorporated into this lease by reference and shall have the same force and effect as if it had been fully set forth herein. A copy of this plan will be kept on file in the Leasing and Property Transfer office of the Department of Administrative Services.





S.L. 2011.2

EXHIBIT A-1

PROPERTY DESCRIPTION

## Schedule A

## (Description)

Those certain pieces or parcels of land, with all buildings and improvements thereon, situated in the City of Waterbury, County of New Haven and State of Connecticut, described as follows:

PARCEL NUMBER ONE

The land, together with the buildings thereon, situated in the Waterville Section of Waterbury, New Haven County, State of Connecticut, said buildings being known and referred to as Buildings #3, #4, #5, #6, #6A, #12, #16 and #25, all as the same are more particularly set forth and shown on a "Map of Land to be Conveyed by Conn. Industrial Properties, Inc. to Southern New England Electroplating Co., Incorporated, Waterbury, Conn." drawn by The A. J. Patton Co., Surveyor, dated November 23, 1959, on file in the Waterbury Land Records, Map Book 29, Page 9, Document #483073, said land being bounded and described as follows:

Beginning at a point at the Southeasterly corner of the premises herein described, said point being the center of the wall separating Buildings #1 and #3, at the Southeasterly corner of Building #3, and being distant thirty-three and 4/100 (33.04) feet, as shown on said plan, Northwesterly from the Northeasterly corner of Building #9 as shown on said Map;

Thence running North 24° 28' 28" West by the center line of the wall separating the within described premises from Building #1, as shown on said plan, one hundred sixty-six and 48/100 (166.48) feet to the outside of face of the Southerly wall of the elevator shaft as shown on the said plan;

Thence turning and running South 65° 31' 32" West by the outside face of the Southerly wall of said elevator shaft, as shown on said plan, ten and 25/100 (10.25) feet to the outside face of the Westerly wall of said elevator shaft;

Thence turning and running North 24° 28' 28" West by the outside face of the Westerly wall of said elevator shaft, as shown on said plan, ten and 35/100 (10.35) feet to the outside face of the Northerly wall of said elevator shaft;

Thence turning and running North 65° 31' 32" East by the outside face of the Northerly wall of said elevator shaft, ten and 25/100 (10.25) feet to the center line of the wall separating the within described premises from Building #1A, as shown on said plan;

Thence turning and running North 24° 28' 28" West by the center line of the wall separating the within described premises from Building 1A, forty-four (44) feet, more or less, to the center line of the wall separating the basement and the first floor of Building #6A from Building #51;

Thence turning and running South 65° 30' 32" West by the center line of the wall separating the basement and the first floor of Building #6A from Building #51, one hundred one and 93/100 (101.93) feet to the outside face of the Southwesterly wall of Building #6A;

Thence turning and running South 24° 34' 28" East by the Southeasterly sideline of that certain area designated as on said Map as "subject to passway rights as per instruments now, or hereafter to be recorded", one hundred eighty-five (185) feet, more or less;

Thence turning and running South 69° 34' 28" East, by said last mentioned land, eight and 48/100 (8.48) feet to a point;

Thence turning and running North 65° 25' 32" East by said last mentioned land, three and 40/100 (3.40) feet to a point;

Thence turning and running South 24° 34' 28" East by said last mentioned land, twenty-one and 48/100 (21.48) feet to a point in the center line of the wall separating the within described premises from Building #11, as shown on said Map;

Thence turning and running North 65° 31' 32" East by the center line of the wall separating the within described premises from Building #11, as shown on said Map, seventy-three and 49/100 (73.49) feet to a point in the center line of said wall;

Thence turning and running South 24° 28' 28" East by the center line of another wall separating the within described premises from said Building #11, as shown on said Map, eight and 26/100 (8.26) feet to a point in the center line of the wall separating the within described premises from Building 1B, as shown on said Map; and

Thence turning and running North 65° 31' 32" East by the center line of the wall separating the within described premises from Building #1B, as shown on said Map, eighteen and 67/100 (18.67) feet to the point of beginning.

Together with the perpetual and exclusive right and easement to use so much of that portion of the second floor of the hereinbefore referred to Building #6A as extends beyond the hereinbefore described premises and lies over the Building sometimes known and referred to as Building #51, the same being bounded and described, in accordance with the hereinbefore referred to Map as follows:

Northwesterly by Building #51, as shown on said Map, 101.93 feet; Northeasterly by the center of the wall, separating the within described premises from Building #29, as shown on said Map, 16.97 feet, more or less; Southeasterly by the center line of the Northwesterly basement and first floor wall, separating Building #6A from Building #51, 101.93 feet; and Southwesterly by the outside face of the Southwesterly wall of the within described premises, at other land now or formerly of the Conn. Industrial Properties, Inc., 16.97 feet, more or less.

The within grant is made together with the benefit of the right to enter upon other land now or formerly of the Conn. Industrial Properties, Inc. in said Building #51 for the purposes of and with the right to repair and maintain the foundation and supporting walls to the said second floor of Building #6A.

Also, together with the following rights:

1. Right in common with others to pass and repass over other land now or formerly of Connecticut Industrial Properties, Incorporated to Thomaston Avenue, as granted in Warranty Deed from Connecticut Industrial Properties, Incorporated to Southern New England Electroplating Company, Incorporated, in the Waterbury Land Records, Volume 790, Page 537. Indefinite. Subject to precise location and relocation at election of said Connecticut Industrial Properties, Incorporated. See said Warranty Deed and Map for further details.

2. Together with certain rights as to water to be pumped from a well known as well #1 located in Building #51 and subject to certain obligations as to maintenance and operation thereof, as set forth in said Warranty Deed. (See for further details.)

3. Together with certain rights and obligations with respect to party walls separating Building 6A from Building 51 as set forth in a Warranty Deed from Connecticut Industrial Properties, Incorporated, to Princeton Knitting Mills, Incorporated, dated March 7, 1960, recorded in Volume 793, Page 546 of the Waterbury Land Records.

4. Together with whatever easements or other rights in land may exist by reason of the existence of any and all pipes, wires, meters, conduits and drains, and fixtures associated therewith, but excluding therefrom any rights the owner of said land might otherwise have in such items as lie to the southwest of land now or formerly of the New York, New Haven and Hartford Railroad Company.

#### PARCEL NUMBER TWO

##### First Piece:

The land, together with the improvements thereon, situated in said Waterbury, lying to the Southwest of Stevens Street and being bound and described, in accordance with: "Map of a Portion of Land of Conn. Industrial Properties, Inc., Waterbury, Conn." drawn by The A. J. Patton Co., Surveyor, dated February 16, 1960 and filed with the Waterbury Land Records, as follows:

Northeasterly: By Stevens Street one hundred seven and 47/100 (107.47) feet, as shown on said Map;  
Southeasterly: By other land now or formerly of Conn. Industrial Properties, Inc., one hundred eighty-eight and 19/100 (188.19) feet, as shown on said Map;  
Southwesterly: By the Northeasterly sideline of land of New York, New Haven & Hartford Railroad (Naugatuck Div.) one hundred twelve and 84/100 (112.84) feet, as shown on said Map;  
Northwesterly: By other land now or formerly of Conn. Industrial Properties, Inc. and by land now or formerly of Light Metals Coloring Co., Inc. one hundred seventy and 1/100 (170.01) feet, as shown on said Map.

##### Second Piece:

The land, together with the buildings thereon, designated as Building Nos. 15, 28, 1, 1A, 1B, 11 and 17 on the hereinbefore referred to Map, and together with other improvements thereon, situate in said Waterbury and being bounded and described as follows:

Beginning at a point on the Southwesterly sideline of Thomaston Avenue at the Northeasterly corner of land of William T. LoRusso, et al, as shown on said Map;

Thence turning and running South 60° 54' 38" West, by said land of William T. LoRusso et al, one hundred ninety-five and 98/100 (195.98) feet to a point;

Thence turning and running North 24° 31' 58" West, by said land of William T. LoRusso et al, eighty-nine and 57/100 (89.57) feet, as shown on said Map, to a point on the outer face of the Southeasterly wall of Building 15;

Thence turning and running South 61° 2' 2" West, by said land of William T. LoRusso et al, eighty-six and 97/100 (86.97) feet to a point on the outer face of the southeasterly wall of Building 15;

Thence turning and running South 24° 30' 58" East, by said land of William T. LoRusso et al, as shown on said Map, one hundred

seven and 5/100 (107.05) feet to a point on the outer face of the Northwesterly wall of Building 26;

Thence turning and running South 65° 19' 2" West, by the outer face of the Northwesterly wall of Building 26, being land of said William T. LoRusso et al, as shown on said Map, nineteen and 92/100 (19.92) feet to a point in the middle of the wall separating Buildings 1 and 26;

Thence turning and running by the middle of the wall separating Buildings 1 and 26, South 24° 30' 58" East, as shown on said Map, ten and 18/100 (10.18) feet to a point in the middle of the wall separating Buildings 1 and 2;

Thence turning and running South 65° 26' 50" West, by the middle of the wall separating Buildings 1 and 2, forty-one and 41/100 (41.41) feet to a point at the middle of the wall separating Buildings 1 and 9;

Thence turning and running North 24° 28' 28" West, by the middle of the wall separating Buildings 1 and 9, as shown on said Map, one hundred twelve and 68/100 (112.68) feet to a point in the middle of the wall separating Building 1B and Building 9;

Thence turning and running South 65° 32' 15" West, by the middle of the wall separating Building 1B and Building 9 and by the middle of the Southeasterly wall of Building 11, as shown on said Map, thirty-eight and 54/100 (38.54) feet to a point in the middle of the wall of said Building 11, at the Northwesterly corner of land now of Deep-Drawn Manufacturing, Incorporated, as shown on said Map;

Thence turning and running South 24° 28' 28" East by land of Deep-Drawn Manufacturing, Incorporated, as shown on said Map, thirteen and 72/100 (13.72) feet;

Thence turning and running South 47° 7' 45" West by land of Light Metals Coloring Co., Inc., as shown on said Map, fifty-nine and 4/100 (59.04) feet to a point on the outer face of the Northeasterly wall of Building 14;

Thence turning and running North 22° 48' 28" West by the outer face of the Northeasterly wall of Building 14, as shown on said Map, ten (10) feet;

Thence turning and running South 67° 11' 32" West by the outer face of the Northwesterly wall of Building 14, as shown on said Map, five and 28/100 (5.28) feet to a point;

Thence turning and running North 22° 48' 28" West by the outer face of the Northeasterly wall of Building 14, twenty-one and 20/100 (21.20) feet to the outer face of the Southeasterly wall of Building 11;

Thence turning and running South 65° 32' 15" West by the outer face of the Southeasterly wall of Building 11, eight and 94/100 (8.94) feet to a point on the outer face of the Southeasterly wall of Building 11;

Thence turning and running South 22° 48' 43" East by the outer face of the Southwesterly wall of Building 14, as shown on said Map, twelve and 72/100 (12.72) feet to a point;

Thence turning and running South 67° 11' 17" West by the outer face of the Northwesterly wall of Building 14, as shown on said Map, eighteen and 93/100 (18.93) feet to a point;

Thence turning and running South  $22^{\circ} 48' 43''$  East by the outer face of the Southwesterly wall of Building 14, as shown on said Map, eight and  $36/100$  (8.36) feet to a point;

Thence turning and running South  $67^{\circ} 11' 17''$  West by the outer face of the Northwesterly wall of Building 14 and by other land of Light Metals Coloring Co., Inc. as shown on said Map, thirty and  $8/100$  (30.08) feet to a point on the Northeasterly sideline of land of New York, New Haven & Hartford Railroad (Naugatuck Div.);

Thence turning and running Northwesterly by the Northeasterly sideline of land of New York, New Haven & Hartford Railroad and on a line curving to the left having a radius of 4925.95 feet, a distance of sixty-two and  $97/100$  (62.97) feet to a point at the Northwesterly corner on the outer face of the Northwesterly wall, of Building 11;

Thence turning and running North  $65^{\circ} 31' 32''$  East by the outer face of the Northwesterly wall of Building 11, as shown on said Map, sixteen and  $48/100$  (16.48) feet to a point at the Southeasterly corner of Building 18 on the outer face of the Northeasterly wall of Building 18;

Thence turning and running North  $24^{\circ} 24' 43''$  West by the outer face of the Northeasterly wall of Building 18, as shown on said Map, twenty-three and  $4/100$  (23.04) feet to a point on the outer face of the Southeasterly wall of Building 17;

Thence turning and running South  $65^{\circ} 35' 17''$  West by the outer face of the Southeasterly wall of Building 17, sixteen and  $48/100$  (16.48) feet to a point on the Northeasterly sideline of land of the New York, New Haven & Hartford Railroad;

Thence turning and running North  $24^{\circ} 24' 43''$  West by the Northeasterly sideline of land of the New York, New Haven & Hartford Railroad, one hundred (100) feet to a point on said line at the Northwesterly corner of Building 17 on the outer face of the Northwesterly wall of said Building;

Thence turning and running North  $65^{\circ} 35' 17''$  East by the outer face of the Northwesterly wall of Building 17, as shown on said Map, forty-three and  $65/100$  (43.65) feet to the Northeasterly corner of said Building at a point on the outer face of the Northeasterly wall of Building 19;

Thence turning and running North  $24^{\circ} 34' 28''$  West by the outer face of the Northeasterly wall of Building 19 and by other land now or formerly of Conn. Industrial Properties, Inc., as shown on said Map, one hundred (100) feet to a point;

Thence turning and running South  $65^{\circ} 35' 17''$  West by other land now or formerly of Conn. Industrial Properties, Inc., as shown on said Map, forty-three and  $37/100$  (43.37) feet to a point on the Northeasterly sideline of said land of New York, New Haven & Hartford Railroad;

Thence turning and running North  $24^{\circ} 24' 43''$  West by said land of New York, New Haven & Hartford Railroad, as shown on said Map, thirty-four and  $3/100$  (34.03) feet to a point at the outer face of the Southeasterly wall of Building 51;

Thence turning and running North  $65^{\circ} 38' 47''$  East by the outer face of the Southeasterly wall of Building 51 as shown on said Map fifty-four and  $68/100$  (54.68) feet to a point;

Thence turning and running South  $24^{\circ} 34' 28''$  East by the outer face of the Southwesterly walls of Buildings 51, 6A, 6 and 16, as

shown on said Map, two hundred thirty and 62/100 (230.62) feet to a point;

Thence turning and running South 69° 34' 28" East by the outer face of the Southwesterly wall (more Southerly) of Building 16, as shown on said Map, eight and 48/100 (8.48) feet to a point;

Thence turning and running North 65° 25' 32" East by the outer face of the Southeasterly wall of Building 16, as shown on said Map, three and 40/100 (3.40) feet to a point;

Thence turning and running South 24° 34' 28" East by the outer face of the Southwesterly wall of Building 12, as shown on said Map, twenty-one and 48/100 (21.48) feet to a point in the middle of the wall separating Buildings 11 and 12;

Thence turning and running North 65° 31' 32" East by the middle of the wall separating Building 11 from Buildings 12 and 3, as shown on said Map, seventy-three and 49/100 (73.49) feet to a point in the middle of the wall separating Buildings 11 and 3;

Thence turning and running South 24° 28' 28" East by the middle of the wall separating Buildings 11 and 3 as shown on said Map, eight and 26/100 (8.26) feet to a point in the middle of the wall separating Buildings 1B and 3;

Thence turning and running North 65° 31' 32" East by the middle of the wall separating Buildings 1B and 3, as shown on said Map, eighteen and 67/100 (18.67) feet to a point in the middle of the wall separating Buildings 1 and 3;

Thence turning and running North 24° 28' 28" West by the middle of the wall separating Building 1 from Buildings 3, 4, 25 and 6, as shown on said Map, one hundred sixty-six and 48/100 (166.48) feet to the outer face of the Southeasterly wall of the elevator shaft, as shown on said Map;

Thence turning and running South 65° 31' 32" West by the outer face of the Southeasterly wall of said elevator shaft, as shown on said Map, ten and 25/100 (10.25) feet to the Southerly corner thereof;

Thence turning and running North 24° 28' 28" West by the outer face of the Southwesterly wall of said elevator shaft, as shown on said Map, ten and 35/100 (10.35) feet to the Westerly corner thereof;

Thence turning and running North 65° 31' 32" East by the outer face of the Northwesterly wall of said elevator shaft, as shown on said Map, ten and 25/100 (10.25) feet to the middle of the wall separating Building 1A from Buildings 6 and 6A;

Thence turning and running North 24° 28' 28" West by the middle of the wall separating Building 1A from Buildings 6 and 6A as shown on said Map, forty and 83/100 (40.83) feet to the outer face of the Northwesterly wall of Building 28;

Thence turning and running North 65° 30' 32" East by the outer face of the Northwesterly wall of Building 28, as shown on said Map, two hundred fifty-seven and 62/100 (257.62) feet to the Southwesterly sideline of Thomaston Avenue; and

Thence turning and running South 39° 47' 13" East by the Southwesterly sideline of Thomaston Avenue, as shown on said Map, three hundred twenty-four and 59/100 (324.59) feet to the point of beginning.

Excepting and reserving from the premises hereinbefore described the fee in and to so much of the Northwestern half of the Northwestern wall of Building 11, as lies between the extensions of the outer faces of the Southwesterly and Northeasterly walls of Building 18; so much of the Southeasterly half of the Southeasterly wall of Building 17 as lies between said extensions of the walls of Building 18; and so much of the Southeasterly half of the Southeasterly wall of Building 19 as lies between the extensions of the outer faces of the Southwesterly and Northeasterly walls of Building 17; also so much of the Northwestern half of the Northwestern wall of Building 1A as lies between the extensions of the outer faces of the Southwesterly and Northeasterly adjoining walls of Building 29.

There is excepted from the premises herein described so much of the Southerly half of the Southerly wall of Building 15 as was conveyed by Conn. Industrial Properties, Inc. to William T. LoRusso et al by Deed, dated October 8, 1959 and duly recorded with said Waterbury Land Records in Book 788, Page 181.

Together with the benefit of the rights, easements, restrictions, party wall agreements, reservations, exceptions, stipulations and other agreements, if any, in common with Connecticut Industrial Properties, Inc., its successors and assigns, insofar as the same are applicable to the premises conveyed hereunder, set forth in the Deeds on public file, heretofore filed with the Waterbury Land Records, as follows:

1. Deed to Deep-Drawn Manufacturing, Incorporated, dated August 31, 1959, recorded in Vol. 786, Page 369, of the Waterbury Land Records.
2. Deeds to Light Metals Coloring Company, Incorporated, the first of which was dated August 25, 1959 and the second of which was dated October 8, 1959, recorded in Vol. 737, Page 21 and Book 790, Page 372, respectively, of the Waterbury Land Records.
3. Deed to Southern New England Electroplating, Incorporated dated December 3, 1959, recorded as aforesaid, in Volume 790, Page 537 of the Waterbury Land Records.
4. Deed to William T. LoRusso et al, dated October 8, 1959, recorded as aforesaid, in Volume 788, Page 181 of the Waterbury Land Records.
5. Deed to the Princeton Knitting Mills, Incorporated, dated March 7, 1960, recorded in Volume 793, Page 546 of the Waterbury Land Records.
6. Deed to Burlington Industries, Incorporated dated March 31, 1962, recorded in Volume 829, Page 423 of the Waterbury Land Records.
7. Deed to Brownstein Realty Corporation, dated August 7, 1962, recorded in Volume 831, Page 450 of the Waterbury Land Records.

Said premises are also conveyed together with:

1. The right to pass and repass over and across land now or formerly of Connecticut Industrial Properties, Incorporated to and from Thomaston Avenue, as more specifically described in the Warranty Deed from Burlington Industries, Incorporated to Brownstein Realty Corporation in Waterbury Land Records, Volume 831, Page 458.



2. All of the grantor's right, title and interest in and to that certain overhead bridge, shown on said Map, connecting Building #11 to Building #20 as may appear of record.

3. All party wall rights or agreements as may appear of record.

4. All right, if any, which the Grantor or its predecessors in title have or had by reason of any agreements, licenses or easements with the New York, New Haven and Hartford Railroad Company.

PARCEL NUMBER THREE

That certain piece or parcel of land, with all the improvements thereon, situated in the Town of Waterbury, County of New Haven and State of Connecticut, lying in part on Welch Street, and in part on Stevens Street, bounded and described as follows:

Being shown on "Map of a portion of land of Connecticut Industrial Properties, Incorporated, Waterbury, Conn." dated January 4, 1960, The A.J. Patton Co., Surveyor, on file in the Waterbury Land Records, bounded and described as follows:

Beginning at the southwesterly corner of the within described premises at the point of intersection of the northwesterly sideline of Welch Street with the northeasterly side of land now or formerly of New York, New Haven & Hartford Railroad Company (Naugatuck Division), all as shown on said Map; thence turning and running North 20° 40' 43" West by the northeasterly side of land now or formerly of New York, New Haven & Hartford Railroad Company (Naugatuck Division), as shown on said Map, as aggregate of two hundred six and 47/100 (206.47) feet to land now or formerly of Connecticut Industrial Properties, Incorporated; thence turning and running North 59° 31' 2" East by land now or formerly of Connecticut Industrial Properties, Incorporated, one hundred eighty-eight and 19/100 (188.19) feet to the southwesterly side line of Stevens Street; thence turning and running South 30° 20' 43" East by the southwesterly sideline of Stevens Street, one hundred seven and 46/100 (107.46) feet to land now or formerly of Joseph F. Croughwell and Mary Elizabeth Croughwell, as shown on said Map, thence turning and running South 58° 27' 17" West by land now or formerly of Joseph F. Croughwell and Mary Elizabeth Croughwell, by land now or formerly of John Thomas Reilly and Ada R. Reilly and by land now or formerly of Connecticut Industrial Properties, Incorporated, all as shown on said Map one hundred eighty-two and 71/100 (182.71) feet; thence turning and running South 26° 50' 43" East, thirty-three and 91/100 (33.91) feet and South 32° 20' 43" East, fifty-nine (59) feet, by land now or formerly of Connecticut Industrial Properties, Incorporated, as shown on said Map, to the northwesterly side line of Welch Street; thence turning and running South 59° 39' 17" West by the northwesterly side line of Welch Street, thirty-nine (39) feet to the point or place of beginning.

PARCEL NUMBER FOUR

The land, together with the buildings thereon, situated in the Waterville Section of Waterbury, New Haven County, State of Connecticut, said building being known and referred to as Building 14, said land being bounded and described as follows:

Beginning at the Southwesterly corner of the premises herein described on the Easterly line of the right of way of The New York, New Haven & Hartford Railroad Company;

Thence turning and running Northwesterly on the Easterly line of the right of way of the New York, New Haven & Hartford Railroad Company, one hundred fifty-nine (159) feet, more or less, to a point thereon and at the Northwesterly corner of the within described premises; thence turning and running Northeasterly, but more Easterly, on the line of the projection of the outer face of the Northwesterly wall of Building 14, if the same were extended Southwesterly, and on the line of the outer face of the Northwesterly wall of Building 14, thirty-three (33) feet, more or less, to a projection on said Northwesterly wall; thence turning and running Northwesterly by the outside face of the Southwesterly sideline of said projection twelve (12) feet, more or less, to the Northwesterly corner thereof; thence turning and running Northeasterly, but more Easterly by the outside face of the Northwesterly sideline of said projection, seventeen (17) feet, more or less, to the outside face of the Southwesterly sideline of another projection, lying perpendicular thereto; thence turning and running Northwesterly by the outside face of the Southwesterly sideline of said other projection, ten (10) feet, more or less, to the outside face of the Southeasterly wall of Building 11; thence turning and running Northeasterly but more Easterly by the outside face of the Southeasterly wall of Building 11 eight (8) feet, more or less, to the Northeasterly corner of said other projection; thence turning and running Southeasterly by the outside face of the Northeasterly sideline of said other projection, twenty-two (22) feet, more or less, to the outside face of the Northwesterly sideline of Building 14; thence turning and running Northeasterly but more Easterly by the outside face of the Northwesterly wall of Building 14, six (6) feet, more or less, to the Northeasterly corner thereof, being the Northeasterly corner of the premises herein described; thence turning and running Southeasterly by the outside face of the Northeasterly wall of Building 14, one hundred fifty-nine (159) feet, more or less, to the Southeasterly corner thereof, being the Southeasterly corner of the premises herein described, and thence turning and running Southwesterly but more Westerly by the outside face of the Southeasterly wall of Building 14, and on the line of the projection thereof, if the same were extended Southwesterly, sixty-two (62) feet, more or less, to the point or place of beginning.

Together with the right as a benefit for the use of said Building 14, to draw water, through existing pipes, at a rate not to exceed 150 gallons a minute from the well, sometimes known and referred to as Well No. 2, the same being situated in the now open area approximately midway between the buildings sometimes known and referred to as Buildings 15 and 28 and slightly to the West of center between Thomaston Avenue and the building, sometimes known and referred to as Building 1; together with the right to enter upon other land now or formerly of Conn. Industrial Properties, Inc. for the purpose of using, maintaining, and repairing said pipes and/or keeping said well in proper order and condition, at its sole cost and expense; the rights herein granted are granted in common with the right in Conn. Industrial Properties, Inc., its successors, grantees and/or assigns, and all other persons lawfully entitled to draw water from said Well No. 2 and to use so much of the pipe facilities, hereinbefore referred to, as convey water to other premises in the Waterville Division of said Scovill Manufacturing Company.

Together with the right to pass and repass over and across such other land now or formerly of Conn. Industrial Properties, Inc. to and from Stevens Street and the hereinbefore described premises, as access thereto, as Conn. Industrial Properties, Inc. may, from time to time determine, and with the right to park no more than twenty (20) automobiles on such area of other land now or formerly of Conn. Industrial Properties, Inc., in said Waterville Division, as Conn. Industrial Properties, Inc. may, from time to time, determine.

Also together with right of passway over a 30 foot passway and right to the use of the loading platform situated to the south of Building 11, sharing maintenance in common with other users.

All the foregoing appurtenances are more fully set forth in the deed from Conn. Industrial Properties, Inc. to Light Metals Coloring Co., Inc. dated August 25, 1959, recorded September 11, 1959 in Waterbury Land Records, Volume 787, Page 21.

#### PARCEL NUMBER FIVE

The land, together with the building thereon situated in the Waterville Section of Waterbury, New Haven County, State of Connecticut, said buildings being known and referred to as #23 and Gate House, said land being shown on a "Map of land to be conveyed by Conn. Industrial Properties, Inc. to William T. LoRusso and Salvatore Stolfi d/b/a L.S.M. Manufacturing Co., Waterbury, Conn." The A. J. Patton Co., Surveyor, dated September 28, 1959 on file in the Waterbury Town Clerk's Office and being, in accordance with said Plan, bounded and described as follows:

Beginning at the Southeasterly corner of the premises herein described at a point on the westerly line of Stevens Street, at the northerly end of said street; said point being on the wire fence, now separating the premises herein described and other land, now or formerly of Connecticut Industrial Properties, Inc.

Thence running North 42° 02' 43" west by land now of William T. LoRusso et al, thirty and 35/100 (30.35) feet to a point; thence turning and running North 56° 50' 13" West by said last mentioned land, forty-four and 63/100 (44.63) feet to the southwesterly corner of the outside foundation wall of Building #9, as shown on said map, being land now or formerly of Deep-Drawn Manufacturing Incorporated; thence turning and running Westerly by land now or formerly of said Deep-Drawn Manufacturing Incorporated, twelve (12) feet to a point; thence turning 90° to the right and running northerly by said last mentioned land, ninety-nine (99) feet, more or less, to other land, now or formerly of Connecticut Industrial Properties, Inc., at or near the loading platform, all as shown on said map; thence turning and running Southwesterly by other land, now or formerly of Connecticut Industrial Properties, Inc.; at or near said loading platform, as shown on said map, sixty (60) feet more or less to other land now or formerly of Anthony V. Truncale and Anthony Truncale, at the outside face of the easterly wall of Building #14; thence turning and running Southerly by said last mentioned land and by the outside face of the Easterly wall of Building #14, one hundred fifty-five (155) feet, more or less, to the wire fence now separating the within described land from other land, now or formerly of Connecticut Industrial Properties, Inc.; and thence turning and running Easterly by said wire fence one hundred six (106) feet, more or less, to the point of beginning.

Together with a right of way over a triangular shaped piece of land at the northerly end of Stevens Street, to and from Stevens Street in common with others.

Together with the benefit to use the loading platform, as shown on said map, in common with others lawfully entitled to the use thereof, for loading and unloading purposes however sharing in the costs and maintenance, repair and/or replacement of such platform, as may, from time to time be necessary.

The foregoing appurtenances are more fully set forth in the deed from Conn. Industrial Properties, Inc. to Light Metals Coloring Co., Inc. (a Connecticut Corporation) dated October 8, 1959, recorded December 3, 1959 in Waterbury Land Records, Volume 790, Page 372.

PARCEL NUMBER SIX

All that certain piece or parcel of land, together with all the improvements thereon, situated in Waterville, so-called in the City of Waterbury, County of New Haven and State of Connecticut, shown as Building or Lot No. 9 on a certain map entitled, "Plan of Land of Conn. Industrial Properties, Inc., in Waterbury, Connecticut" which map has been or is to be filed in the Waterbury Town Clerk's Office, bounded and described as follows:

- Northerly: 38 feet, more or less, on a loading platform and on the middle of a wall of an adjoining building shown as building or lot no. 1B, each in part, as shown on the aforesaid map;
- Easterly : 110 feet, more or less, on the middle of a wall separating Building No. 9 from Building No. 1 as shown on the aforesaid map;
- Southerly: 38 feet, more or less, on other land now or formerly of Conn. Industrial Properties, Inc., as shown on the aforesaid map; and
- Westerly : 110 feet, more or less, on other land now or formerly of Conn. Industrial Properties, Inc. as shown on the aforesaid map.

The northerly and easterly boundaries of the within described parcel are the centers of two party walls, the southerly boundary is the southerly face of the building presently located on said parcel and a line twelve feet long extending westerly from said face, the westerly boundary is a line parallel with the westerly face of said building and twelve feet westerly therefrom.

Together with the rights, powers, privileges and immunities as contained in a Warranty Deed from Connecticut Industrial Properties, Inc. to Deep-Drawn Manufacturing, Incorporated dated August 31, 1959, recorded September 2, 1959 in Volume 786, Page 369 of the Waterbury Land Records, being the same premises conveyed in said Warranty Deed.

58884

RECEIVED FOR RECORD

1995 JUN 23 PM 12:57

*John Williams*  
TOWN CLERK  
WATERBURY, CT.

EXHIBIT B

AFFIDAVIT OF NET USABLE SQUARE FEET OF DEMISED PREMISES

State of Connecticut

County of **New Haven**

1. I/We **Lawrence Brownstein, , Member of Brownstein Realty, L.L.C.**, owner of the Total Premises, known as **1669 Thomaston Avenue, Waterbury, Connecticut**, of which the Demised Premises is a part, being duly sworn, depose, say and acknowledge that the net usable square feet for a proposed lease of the Demised Premises to the State of Connecticut is, to my/our own personal knowledge, **6,031** square feet.

2. Further, I/We agree that the above-listed amount was arrived at, pursuant to the following definition of net usable square feet in paragraph 3.

3. For purposes of this affidavit and its corresponding lease, I/we agree that the term "net usable square feet" shall be defined as follows: The interior floor area of the Demised Premises used for office and other purposes. Any space that is either shared in common with other tenants, such as entrance and elevator lobbies, hallways and bathrooms, or that is used by LESSOR for other tenants or used as janitorial or electronic/mechanical closets, is not part of net usable square feet. If any of these areas listed above are for the sole use of a tenant, they shall be counted in that tenant's net usable square feet. The measurement includes structural elements of the building found in the LESSEE'S space, such as columns and projections necessary to the Total Premises or Demised Premises, but excludes vertical space penetrations of the same, such as elevators, stairwells, airshafts and stacks. Measurement of net usable square feet is from the dominant (over 50%) inside face, such as window glass of the exterior wall, to the interior surface of a wall separating a tenant from an adjacent tenant and to the inside face of a common corridor, elevator shaft, stairwell, airshaft and stack.

I/We declare that the information contained herein is true and accurate



Subscribed and sworn to before me this 15 day of Dec., 2011,

at Waterbury, Connecticut.



Commissioner of Superior Court /

Notary Public

My commission expires 9/30/2016

EXHIBIT DNORMAL OPERATING HOURS; UTILITIES AND SERVICES

## Time of Day

DAY OF WEEK	FROM	TO	YES	NO
Monday	8am	5pm		
Tuesday	8am	5pm		
Wednesday	8am	5pm		
Thursday	8am	5pm		
Friday	8am	5pm		
Saturday	n/a	n/a		
Sunday	n/a	n/a		
Monday-Sunday	Continuous Hours; 24/7/365			X

Provided that the LESSEE'S utilities are not separately metered, in the event the LESSEE requires use of the Demised Premises for times other than normal operating hours, the LESSOR shall apportion any increase in total building utility costs directly attributable to the LESSEE'S off-hours use to the LESSEE. The LESSOR shall substantiate in writing any cost pass-throughs to the LESSEE in a manner satisfactory to the LESSEE and such documentation provided by the LESSOR shall be subject to the audit provisions of Section 16.02 of this lease. The utilities and services listed below are **included** in the lease and shall be paid for according to the following table:

THE REST OF THIS PAGE IS BLANK. THE TABLE IS ON THE NEXT PAGE.

	LESSOR	LESSEE
Heat LESSOR shall provide and pay for heat during normal operating hours. LESSOR, at its expense, shall provide to LESSEE an alternative electric heat pump mechanical system for use outside normal operating hours. The heat pump system shall service the open areas in the office space to include the reception and cubicle areas but not the private offices, conference rooms and break room. LESSEE is to pay for electric costs associated with operating the heat pump system.	X	
Water _____	X	
Hot Water _____		X
Electricity Electricity shall be separately metered by LESSOR for the purpose of determining LESSEE's electricity usage within the Demised Premises. LESSOR shall bill LESSEE on a monthly basis for LESSEE's electricity consumption.		X
Air Conditioning	MECHANICAL	ELECTRICAL
Window Washing – Interior/exterior	X	
Elevator	N/A	N/A
Janitorial-Lessee Areas		X
Janitorial-Common Areas	X	
Building Maintenance-Lessee Areas	X	
Building Maintenance-Common Areas	X	
Rubbish Removal/recycling – Lessee Areas		X
Rubbish Removal/recycling – Common Areas	X	
Dumpster(s)	X	
Groundskeeping	X	
Security Service		X
Pest Control	X ANNUAL	
Lamp Replacement-general	X	
Task Lighting	X	
Ballast Replacement	X	
Snow/Ice Removal and Sanding	X	
Parking	X	
The LESSEE agrees the carpet, paint and wallpaper within the Demised Premises is sufficient in its current condition and LESSEE shall not require the LESSOR to re-paint or replace carpet as a condition of accepting the Demised Premises for the initial five (5) year lease term, unless the condition of the carpet, paint and wallpaper adversely and materially alters prior to the date this lease is approved by the Office of the Attorney General. In lieu of replacing the carpet, the LESSOR, at its expense, shall have the carpet within the Demised Premises professionally cleaned prior to the commencement of this Lease.  LESSEE reserves its right under Section 4.06 to have the Demised Premises re-painted (in non-wallpapered areas) and re-carpeted in the event LESSEE renews the lease pursuant to Section 3.03. The LESSOR, at its expense, shall re-paint and re-carpet the Demised Premises within ninety (90) days after the commencement of the renewal term unless at the commencement of such renewal the LESSEE makes a determination that re-carpeting and/or re-painting is not necessary. If such a determination is made, the LESSOR shall in turn provide a credit toward LESSEE's rent equal to the cost of purchasing and installing new carpet and/or re-painting. The amount of such credit shall be determined at the time of renewal by calculating the average	X	

<p>cost of two or more contractor bids obtained by the LESSOR, one of which may be from the LESSOR's on site staff.</p> <p>The LESSOR shall post a material safety data sheet (MSDS) within the Demised Premises at least 72 hours prior to commencement of any re-painting and/or re-carpeting.</p> <p>The LESSOR shall perform renovations and improvements in accordance with the plan entitled "Floor Plan, 1669 Thomaston Ave, Waterbury, CT" by Merrell Associates, dated 2/4/11 and revised 4/19/11, incorporated herein by reference, to be completed within ninety (90) days of the effective date of this lease. All costs relating to said renovations and improvements shall be borne by the LESSOR. All renovations and improvements shall be performed in a workmanlike manner and comply with applicable state and local laws and regulations.</p> <p>During the LESSEE's occupancy, LESSOR shall allow DMHAS the use of LESSOR's existing office equipment, appliances and furniture located in the Demised Premises at no additional cost. LESSOR shall not be responsible for maintenance or replacement of any such office equipment, appliances and furniture that the LESSEE may choose to use.</p> <p>Prior to occupancy, the LESSOR and DMHAS shall agree upon and compile an inventory list of all the LESSOR's office equipment, appliances and/or furniture to be used by DMHAS during its occupancy of the Demised Premises. Upon the termination of LESSEE's occupancy, DMHAS shall return all office equipment, appliances and/or furniture in substantially the same condition, with the exception of normal wear associated with ordinary use of such equipment, appliances and/or furniture.</p> <p>On the date the LESSEE terminates its occupancy, the LESSOR shall determine the condition of the office equipment, appliances and/or furniture and notify the LESSEE, in writing, regarding any items damaged in excess of normal wear associated with ordinary use. If such a determination is confirmed by the Department of Administrative Services, the Department of Mental Health and Addiction Services shall pay the LESSOR the value of the item(s) to be determined by using the "Actual Cash Value Method". The Actual Cash Value Method shall be defined as the "Replacement Cost" minus "Depreciation". Replacement Cost shall be defined as the cost to obtain an item of similar like and kind. Depreciation shall be calculated utilizing the straight line depreciation method.</p> <p>The following formula shall apply:</p> <p>Original Cost of Item ÷ Expected Life of the Item = Annual Depreciation</p> <p>Annual Depreciation x Actual Life of the Item = Total Depreciation</p> <p>Replacement Cost - Total Depreciation = Actual Cash Value</p> <p>LESSOR shall allow DMHAS use of part or all of the LESSOR's existing phone, security and IT systems within the Demised Premises and shall permit LESSEE to modify such systems to meet LESSEE's needs, provided this does not impact the LESSOR's continuing use of the existing phone, security and IT systems or add additional costs for the LESSOR. The LESSOR does not warrant condition or appropriateness of these systems for DMHAS' purposes. If the LESSEE elects to use any of the existing phone, security or IT systems, LESSEE shall be responsible for all costs associated with modifying the existing systems. The LESSEE shall also be responsible for any additional ongoing costs which may arise from LESSEE's use of such systems.</p>		
--	--	--



If the LESSOR is responsible for Snow/Ice Removal and Sanding, as indicated above, the LESSOR shall complete all snow and ice removal and sanding by **7am** on each day that normal operating hours occur, as determined by this Exhibit D. If precipitation necessitating such work continues throughout a working day, even if intermittently, the LESSOR must establish and maintain an open travel area for vehicles and clear walking paths to and from the Leased Premises, and all parking areas at all times during said operating hours, and sand or de-ice as necessary to manage icing. The LESSOR shall perform additional sanding and de-icing of all parking areas, walkways, sidewalks, stairs and ramps at the reasonable request of the LESSEE.

EXHIBIT E

STATEMENT OF FINANCIAL INTEREST

I/We, the undersigned, being duly sworn, depose and say that the names and addresses of all persons, partnerships, limited partnerships, corporations or other entities having a financial interest in the property or premises at **1669 Thomaston Avenue, Waterbury, Connecticut**

including the beneficiary of any undisclosed trust or the equitable owner of such property or premises, are listed below. Corporations shall also list the names and addresses of their officers, directors and stockholders, except that this requirement shall not apply to publicly held corporations. The president of a publicly held corporation shall submit an affidavit stating that the corporation is a publicly held corporation. A partnership shall also list the names and addresses of all partners in the partnership. A limited partnership shall also list the names and addresses of all general partners and limited partners in the limited partnership.

Names, Addresses and Phone Numbers (attach additional sheet if necessary):

1. Larry Brownstein, 331 South Street, Middlebury, CT 06762 203-768-2401

2. The Estate of Jack Brownstein, c/o Larry Brownstein, Executor, 331 South Street, Middlebury, CT 06762 203-768-2401. The assets of the Estate of Jack Brownstein are held in trust by The Jacob Brownstein Dispositive Trust. The sole beneficiary of The Jacob Brownstein Dispositive Trust is Edith Brownstein.

If, before the approval of the instant lease by the State Properties Review Board, there is a change in the information provided in this Statement of Financial Interest, I/ We acknowledge that an Affidavit shall be submitted to the Commissioner of the Dept. of Administrative Services within seven (7) days indicating the change as required pursuant to Public Act 91-166.

By  Date 12/15/11

Subscribed and sworn to before me this 15<sup>th</sup> day of December,

20 11, at Waterbury, Connecticut.



Commissioner of the Superior Court

Notary Public

My commission expires 9/30/2016

EXHIBIT F

ADDITIONAL RENT

The LESSEE shall pay as additional rent **two and seven tenths** percent (**2.7%**) of any real property tax increases on the Total Premises during the term of occupancy that exceed the Base Taxes. The term Base Taxes is defined as those taxes levied on the Total Premises pursuant to the assessed value in effect on the date following the first 100% assessment of the Total Premises with the Demised Premises as improved for the LESSEE, provided that:

- (a) none of the escalation provisions in this Exhibit shall apply unless and until the LESSOR is in compliance with each and every renovation and improvement provision of this lease. In no event shall the LESSEE be liable for any tax increase based on a partial tax assessment in any tax year.
- (b) such real property tax increase includes an assessment of the property as fully improved in accordance with the approved plans and specifications and further reflects the termination of any municipal action or program to "phase-in" or "abate" taxes by the temporary reduction of the assessment or the direct reduction of real property taxes on the subject property;
- (c) in no event shall the LESSEE be obligated, required or liable to pay as additional rent, or otherwise, any such real property tax increases attributed to alterations, additions, improvements or any other changes made to the Demised Premises for the sole benefit of parties other than the LESSEE;
- (d) any such additional rental payment shall be established on the Town of Waterbury's fiscal year (July 1 to June 30) basis, and there will be an apportionment on a per-diem basis in regard to the last possible additional rental payment in the event occupancy by the LESSEE ends on a day other than June 30;
- (e) **the LESSEE shall be relieved of all liability for increased taxes based on any revaluation of the Demised Premises by the municipality unless the LESSOR gives written notice by certified mail to the Commissioner of the Department of Administrative Services within ten (10) days of notice to the LESSOR by the municipality of the revaluation so as to permit the LESSEE to contest such revaluation if the Commissioner determines it to be appropriate. At the LESSEE'S request and expense, the LESSOR shall execute such documents, make such appearances and/or comply with any reasonable request of the LESSEE in connection with any such contesting. In the event that the LESSOR contests any such revaluation without written consent**

**of the commissioner, the LESSEE shall not be responsible for any costs incurred by the LESSOR in contesting such revaluation;**

- (f) **following payment by the LESSOR of any tax for which the LESSOR is entitled to a reimbursement as hereinbefore provided, the LESSOR must present a copy of the receipted tax bill to the Department of Administrative Services Commissioner no later than ninety (90) days after the due date for the payment of the last installment of the tax, in order to be entitled to reimbursement. The LESSOR'S failure to apply for reimbursement within the time herein specified shall terminate any responsibility of the LESSEE to make reimbursement;** and
- (g) real property tax decreases, if any, based on the above shall be credited to the rent account of the LESSEE.

Subsequent to the satisfaction or occurrence of items (a) and (b) of this Exhibit, the LESSOR shall forward to the Department of Administrative Services and the State Properties Review Board, as per Article 10 (Notices), a certification by the assessor as to the assessed valuation of the Total Premises for the first assessment year in which 100% of the Demised Premises as improved for the LESSEE has been assessed for real estate tax purposes by the municipality.

EXHIBIT G

CONSENT TO ASSIGNMENT

Name of LESSOR/Assignor: **NAME OF LESSOR**

Name of Assignee: **NAME OF ASSIGNEE**

Name of Lessee: State of Connecticut

Leased Premises **COMPLETE ADDRESS OF PROPERTY**

Commencement Date of Lease: **COMMENCEMENT DATE OF LEASE**

WHEREAS, the State of Connecticut is the lessee (hereafter "State" or "LESSEE") and **NAME OF LESSOR** hereafter ("LESSOR"), is the LESSOR of certain premises located at **COMPLETE ADDRESS OF PROPERTY** under the term of a lease dated **COMMENCEMENT DATE OF LEASE**; and

WHEREAS, the LESSOR desires to assign its rights and obligations under the lease to **NAME OF ASSIGNEE**, hereafter ("Assignee").

In consideration for the present warranties, covenants and representations of both the Assignor and the Assignee and in accordance with its authority under Conn. Gen. Stat. § 4b-1, the State of Connecticut, Department of Administrative Services, acting by and through **NAME OF DAS AGENT**, its **TITLE OF DAS AGENT**, hereby acknowledges and consents to the assignment of the lease referenced above from the LESSOR to the Assignee only in reliance upon and subject to the following warranties, covenants, representations and agreements of both the LESSOR and the Assignee:

1. As of commencement of business on **ASSIGNMENT DATE** ("Assignment Date") the LESSEE shall pay all rental and all other obligations under the lease.
2. Notwithstanding the foregoing, nothing herein may be construed as a release, waiver or limitation on any Claims, as defined in the lease, that the LESSEE has or may have against the LESSOR.
3. The Assignee, by its acceptance of this Consent to Assignment, shall undertake all of the LESSOR'S obligations, duties and responsibilities all other payments, otherwise due from the LESSEE to the LESSOR under the lease, to the Assignee without incurring any liability to the LESSOR.
4. By its acceptance of this Consent to Assignment, effective on the Assignment Date, the LESSOR does unconditionally and forever release, surrender and waive any and all rights, and obligations the LESSOR had, has or may have arising out of or relating to the lease and/or the LESSEE'S use, rent or occupancy of the Demised Premises, as defined

in the lease and as of the Assignment Date, without in any way waiving, releasing or limiting the LESSOR'S liability or duties to the LESSEE.

5. The Assignee represents and warrants to the LESSEE that the Assignee is fully capable and qualified to undertake and perform all of the LESSOR'S duties, responsibilities and obligations under the lease and the LESSEE has reasonably relied upon that representation and warranty.
6. The LESSOR and the Assignee hereby agree that, as of the Assignment Date, the LESSEE is in full compliance with the terms of the lease and all rental and other payments are current. The LESSOR and Assignee further warrant and agree that there are no encumbrances against the title to the Demised Premises that are superior in right to the lease.
7. This instrument may not be construed as an estoppel certificate from the LESSEE and nothing herein may be construed as requiring the LESSEE to execute or tender an estoppel certificate, attornment agreement and/or a subordination agreement. Nothing herein may be construed as a waiver or limitation of the LESSEE'S sovereign immunity.
8. This Consent to Assignment is subject to the prior written approval of the State Properties Review Board of the State of Connecticut and by the Attorney General of the State of Connecticut.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Acknowledgment of Receipt  
And acceptance of Consent to Assignment

LESSEE:  
STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES

NAME OF LESSOR

\_\_\_\_\_  
By:  
Its:  
Date \_\_\_\_\_

\_\_\_\_\_  
By:  
Its:  
Date \_\_\_\_\_

NAME OF ASSIGNEE

\_\_\_\_\_  
By:  
Its:  
Date \_\_\_\_\_

S.L. 2011.2

Approved:  
STATE PROPERTIES REVIEW BOARD

\_\_\_\_\_  
By:  
Its:  
Date \_\_\_\_\_

Approved:  
ATTORNEY GENERAL

\_\_\_\_\_  
Associate Attorney General  
Date \_\_\_\_\_

EXHIBIT J

TERMINATION OPTION

Notwithstanding any provision or language in the lease, the LESSEE may terminate this lease in whole or in part, without any fee or cost obligation, **at any time after the fifty-fourth (54th) month anniversary of the commencement date of this lease.**

Any such termination shall be effected by delivery to the LESSOR of a written notice of termination in accordance with Article 10, at least **One Hundred Eighty (180) days** in advance of the termination date specified in the notice. No rental shall accrue after the termination date. Such termination shall in no event be deemed to be a breach of contract. Upon termination of this lease, all rights, duties and obligations hereunder shall be null and void, so that no party shall have any further rights, duties or obligations to any other, except as otherwise provided in the notice of termination.



Exhibit K

Deleted intentionally

Pages 44 through 51

EXHIBIT L

**Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations**

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

## CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other

types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.